

NEHEMIAH B. NORTHROP, AMDINISTRATOR OF JOHN
LANGDON.

FEBRUARY 11, 1860.—Reported from the Court of Claims; committed to a Committee of the Whole House, and ordered to be printed.

The COURT OF CLAIMS submitted the following

REPORT.

To the honorable the Senate and House of Representatives of the United States in Congress assembled.

The Court of Claims respectfully presents the following documents as the report in the case of

NEHEMIAH B. NORTHROP, ADMINISTRATOR OF JOHN
LANGDON, *vs.* THE UNITED STATES.

1. The petition of the claimant.
2. Original documentary evidence in the case transmitted to the House of Representatives.
3. Claimant's brief.
4. United States Solicitor's brief.
5. Opinion of the Court adverse to the claim.

By order of the Court of Claims.

In testimony whereof, I have hereunto set my hand and affixed the seal of said court at Washington, this fifth day of December,
[L. s.] A. D. 1859.

SAM'L H. HUNTINGTON.
Chief Clerk Court of Claims.

UNITED STATES COURT OF CLAIMS.

NEHEMIAH B. NORTHROP, administrator of JOHN LANGDON, *vs.* THE
UNITED STATES.

To the honorable the Judges of the Court of Claims:

The petition of Nehemiah B. Northrop of the city of Rochester, in the county of Monroe, in the State of New York, administrator of the estate of John Langdon, deceased, respectfully represents: that the said John Langdon was appointed on the 5th day of June, 1812, by the Honorable William Eustis, then Secretary of War, a deputy com-

missary in the army of the United States ; that he accepted said appointment, and entered into bond with sufficient security for the faithful performance of the duties required of him, and continued to serve in that capacity to the 30th day of June, 1815 ; that his duties were prescribed in the 5th section of the act of 28th March, 1812, (Statutes at Large, volume 2, page 696,) which directs him to be under the direction of the commissary of purchases, or, in cases of necessity, the commanding general, quartermaster general, or deputy quartermaster, to purchase all arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States. By the 7th section of the same act, it is declared that the compensation of a deputy commissary shall not exceed $2\frac{1}{2}$ per cent. on the amount of public moneys disbursed by him, nor in any instance the sum of two thousand dollars per annum ; and by the 2d section of the same act, the compensation of an assistant deputy quartermaster is fixed at forty dollars per month, three rations per day, and forage for one horse—equal in money to about seven hundred and ninety-five dollars per annum, exclusive of quarters. By the 5th section of the act of 3d March, 1813, (Statutes at Large, vol. 2, page 816,) the duties of deputy commissaries of purchases were modified and more clearly defined, and directs that the Secretary of War prescribe the species as well as the amount of supplies to be respectively purchased by the commissary and quartermaster's departments, and the respective duties and powers of said departments respecting such purchases.

Your petitioner further states, that the said John Langdon, within the periods above mentioned—to wit, the 5th day of June 1812, and the 30th June, 1815—disbursed a large amount of money for the use and service of the army of the United States, all of which he faithfully accounted for in the final settlement of his accounts at the Treasury of the United States. That in the course of his said service and disbursements, it frequently happened that he was without public funds in his possession, and was necessarily obliged, in order to meet the public demands and exigencies, to purchase the requisite supplies either with his own private funds, upon money loaned to him for that purpose, or upon his own individual responsibility upon credit, and upon which he was compelled to pay interest, as is shown by the statement of his accounts hereto annexed, No. 1.

Your petitioner further shows, that on various settlements of the accounts of the said John Langdon at the treasury, large balances were found to be due him, growing out of the advances of his own private funds, of money borrowed and supplies purchased on credit upon his individual responsibility, as above stated, which balances remained unpaid by the treasury for many months ; and when remitted, were paid in treasury notes, then at a discount of about fifteen per cent. from their par value ; that in many instances the public creditors refused to receive said treasury notes in payment of the supplies furnished by them, except at a large discount, more particularly those to whom he was individually responsible either for supplies furnished or money loaned to him for the purposes above indicated. Your petitioner therefore claims that the estate of the said John Langdon should be reimbursed for the losses thus incurred, either by an allowance in

the shape of interest upon the aforesaid balances, or for the depreciation in value of the said treasury notes paid to him in lieu of specie or other par funds advanced by him for the use and benefit of the United States, as per annexed account, No. 2.

Your petitioner further states, that the compensation fixed by law to deputy commissaries of purchases was a commission of $2\frac{1}{2}$ per cent. upon the amount disbursed, not to exceed an annual compensation of two thousand dollars; that the commission of $2\frac{1}{2}$ per cent. upon the amount disbursed by the said John Langdon within the entire period of his service amounted to a sum largely exceeding the annual compensation of two thousand dollars, but for the last three quarters of his said service—to wit, from the first of April to the last day of December, 1815—the commission of $2\frac{1}{2}$ per cent. amounted to less than the annual compensation would have amounted to. He was only allowed, on the settlement of his accounts, the commission, amounting to \$304 83, instead of \$1,500, the rate of his annual compensation. Your petitioner claims that the said John Langdon was legally entitled to the latter rate of compensation from the commencement to the termination of his service, under the express provision of the law fixing the compensation of deputy commissaries at the rate of two thousand dollars per annum, being less than $2\frac{1}{2}$ per cent. commission on the amount of his disbursements during the entire period of his service. See account hereto annexed, No. 3.

Your petitioner further states, that the aforesaid John Langdon likewise performed the duties of deputy quartermaster, under the authority and with the sanction of the Secretary of War, and disbursed large amounts of money for that service, for which he received no adequate compensation, and that the duties thus performed were not within the scope of his legitimate duties of deputy commissary. Your petitioner claims that the said John Langdon was entitled to the compensation fixed by law for the deputy quartermaster, instead of the commissions allowed in the settlement of his accounts at the treasury, as shown by his account hereto annexed, No. 4.

Your petitioner further states that the said John Langdon also performed the duties of issuing commissary for the period of about three years, for which he claims the annual compensation of \$1,200 which has not heretofore been allowed to him, as shown in his account hereto annexed, No. 5.

The various claims above mentioned are more particularly described and set forth in the appendix hereto, to which your petitioner respectfully refers, and begs to have taken as a part of this petition.

Your petitioner further states, that the said John Langdon presented a petition to the House of Representatives at the 1st session 31st Congress, which was referred to the Committee on Claims, no action been had thereon; it was again referred to the same committee at the 2d session 32d Congress, and again at the 1st session 33d Congress, and no action thereon.

He further states that he, as the administrator of the said John Langdon, is the sole owner of said claims, not having made any transfer or assignment thereof.

Your petitioner prays your honors to inquire into the several matters, and to grant him such relief in the premises as to law and justice may appertain.

NEHEMIAH B. NORTHROP,
Administrator, &c.

APPENDIX.

No. 1.

<i>The United States to John Langdon,</i>		Dr.
1813.		
July 23.	To interest paid James Rundlet, per vouchers 1 and 2.....	\$437 83
	To interest paid H. & A. Ladd, per vouchers 3 and 4.....	107 24
June 9.	To interest paid W. R. Gray, per voucher 5.....	60 69
1816.		
Oct. 21.	To interest paid John Darling, per voucher 6...	72 64
		<hr/>
		678 40
		<hr/>

No. 2.

1814.		
March 14.	To interest on \$83,704 from date to May 26, 1814, being the balance found due to him on settlement of his account 1st quarter 1814, 56 days, voucher 11.....	\$770 57
	To interest on \$33,704 to June 30, 1814, being 68 days.....	376 74
	To interest on \$76,025 80, per adjustment of his accounts 2d quarter 1814, for which a warrant was issued and remained unpaid to 21st March, 1815, when the warrant was withdrawn, and a new one issued, which was paid in treasury notes then at a discount of 15 per cent., and received by him at the above date, 264 days, per vouchers 1, 2, 3, and 5	3,299 95
	To interest on \$53,514 74, balance of his account 3d quarter 1814, per adjustment, for which a warrant was issued as above and no remittance received until 21st March, 1815, as above, 172 days, per vouchers 4 and 5...	1,513 07
	To interest on \$7,746 78, balance per adjustment of his accounts 4th quarter 1814, vouchers 2 and 7.....	114 61
March 31.	To interest on \$36,143, per adjustment of accounts for 1st quarter 1815, to September 30, 6 months, per vouchers 6 and 12.....	1,084 29

June 30. To interest on \$10,877 87, per adjustment for 2d quarter 1815, to 25th October, 1815, 117 days, per voucher 8.....	209 21
	<u>\$7,368 44</u>

No. 3.

To his compensation as deputy commissary of purchases from 31st of March, to 31st December, 1815, 9 months, the commissions of $2\frac{1}{2}$ per cent. prescribed by law having exceeded \$2,000 per annum during his term of office, but during the last three quarters amounting only to \$304 83, the sum allowed him—the law allow- ing $2\frac{1}{2}$ per cent. on disbursements not to exceed \$2,000 per annum during the term of service.....	1,500 00
Less amount of commissions allowed.....	304 83
	<u>1,195 17</u>

No. 4.

1816	
June 19. To his services as assistant deputy quartermaster general from 19th December, 1813, to date— 30 months, at \$40 per month.....	1,200 00
To 2,736 rations, at 20 cents.....	547 20
To $32\frac{1}{2}$ cords of wood, being the allowance to a deputy quartermaster general, at \$6 per cord.	195 00
To quarters for $2\frac{1}{2}$ years, at \$70 per year.....	175 00
To forage for one horse for 30 months, at \$8 per month	240 00
	<u>2,357 20</u>
Less this sum allowed, being a commission of $2\frac{1}{2}$ per cent. on disbursements.....	797 11
	<u>1,560 09</u>
Less for forage not charged in his account.....	240 00
	<u>1,320 09</u>

No. 5.

To his services as issuing commissary, observing that the duties of the Quartermaster's department, so far as regards transportation, were performed by him two years previous to his appointment of assistant deputy quartermaster general, without any compensation, adding that he claims the pay of issuing commissary, which has been allowed to A. Stetson, deputy com- missary at Boston, and others; he charges \$1,200 per annum, the pay of issuing commissary for three years.....	3,600 00
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No. 1—Claim for.....	678 40
2—Claim for.....	*7,368 44
3—Claim for.....	1,195 17
4—Claim for.....	1,320 09
5—Claim for.....	3,600 00

14,162 10

*Less this sum, allowed as interest on James Rundlet's contract, included in above statement..... 3,018 87

\$11,143 23

IN THE COURT OF CLAIMS.

NEHEMIAH B. NORTHPROP, administrator of JOHN LANGDON, *vs.* THE UNITED STATES.

List of papers and documents filed by petitioner as evidence in support of his claim, viz :

1. Petition to Court of Claims.
2. John Langdon's account, endorsed "memorial of John Langdon," &c., to Congress.
3. Letter from Wm. Eustis, dated January 5, 1812, appointment as deputy commissary.
4. Letter of instructions from Wm. Eustis, July, 16, 1812.
5. Accounts and vouchers for interest paid, with letter from P. Hagner, dated March 20, 1822, and explanatory letters from John Langdon to the Secretary of War of March 28 and May 7, 1822.
6. Letter from Wm. Simmons, dated April 25, 1814.
7. Do. do. dated May 9, 1814, with statement of differences enclosed.
8. Letter from Tobias Lear, dated September 8, 1814.
9. Do. do. dated November 7, 1814.
10. Do. do. dated February 21, 1815.
11. Do. Thos. T. Tucker, dated February 21, 1815.
12. Do. Tobias Lear, dated February 22, 1815.
13. Do. do. dated March 8, 1815.
14. Do. do. dated April 11, 1815.
15. Do. do. dated July 3, 1815, with statement of differences.
16. Letter from Tobias Lear, dated July 28, 1815, with statement of differences.
17. Letter from Tobias Lear, dated August 23, 1815.
18. Do. do. dated March 12, 1816.
- Do. Thos. T. Tucker, dated March 12, 1816.
- 2 Do. Joseph Nourse, dated March 13 and March 14, 1816.
19. Do. C. Irvine, dated October 14, 1813.
20. Do. do. dated November 25, 1814.
21. Do. do. dated August 17, 1813.
22. Do. do. dated November 24, 1814.

23. Letter from Secretary of War, dated February 8, 1853.
24. Do. John Langdon to Sec'y of War, Aug. 13, 1813.
25. Do. same to C. Irvine, August 15, 1813.
26. Do. C. Irvine to Secretary of War, Sept. 3, 1813.
27. Do. J. Langdon to same, September 6, 1813.
28. Do. C. Irvine to same, September 13, 1813.
29. Do. J. Langdon to same, October 26, 1813.
30. Do. same to same, November 24, 1813.
31. Do. same to same, December 7, 1813.
32. Do. same to same, January 22, 1814.
33. Do. same to same, February 15, 1814.
34. Do. same to same, March 2, 1814.
35. Do. C. Irvine to same, April 5, 1814.
36. Do. J. Langdon to same, April 20, 1814.
37. Do. same to same, May 7, 1814.
38. Do. same to same, June 4, 1814.
39. Do. same to same, July 25, 1814.
40. Do. Secretary of War to J. Langdon, August 5, 1815.
41. Do. same to same, October 21, 1815.
42. Do. John Langdon to Secretary of War, Oct. 26, 1815.
43. Do. same to same, November 16, 1815.
44. Do. same to same, February 21, 1816.
45. Do. Secretary of War to J. Langdon, March 9, 1816.
46. Do. same to same, April 9, 1822.
47. Do. Amasa Stetson to same, December 10, 1822.
48. Do. same to same, September 24, 1824.
49. Three letters from Hon. S. Bell to same, dated May 29, 1826, December 25, 1832, and December 26, 1836.
50. Letter from F. Bush, Third Auditor, to Hon. A. P. Edgerton, January 17, 1854.
51. Letter from same to same, April 4, 1854.
52. Do. Jno. Langdon to Hon. C. W. Peaslee, February 25, 1852.

JOHN LANGDON'S ACCOUNT.

Dr. *The United States to John Langdon, Deputy Commissary.*

1813.	
July 23. To interest paid James Rundlet, per vouchers Nos. 1 and 2.....	\$437 83
To interest paid H. and A. Ladd, per vouchers Nos. 3 and 4.....	107 24
June 9. To interest paid W. R. Gray, per voucher No. 5.....	60 69
1816.	
Oct. 21. To interest paid Josh. Darling, per voucher No. 6.....	72 64

678 40

1814.	
Mar. 31.	To interest on \$83,704 from date to May 26, 56 days, being the balance of my accounts the first quarter of 1814, per voucher No. 11.....
	770 57
	To interest on the balance, \$33,704, to June 30, 68 days, per voucher No. 11.....
	376 74
	<hr/>
	1,147 31
	To interest on \$76,025 80, per adjustment of my account the second quarter of 1814, for which amount a warrant was issued by the Secretary of War upon the treasury of the United States, which remained unpaid to March 21, 1815, when the warrant was withdrawn and a new one issued, which was paid in treasury notes, then at a discount of 15 per cent., and received by me at the above date, 264 days, per vouchers Nos. 1, 2, 3, and 5.....
	3,299 15
	To interest on \$53,514 74, balance of my accounts for third quarter of 1814 per adjustment, for which a warrant was issued as above; no remittance received until March 21, 1815, as above, 172 days, per vouchers Nos. 4 and 5.....
	1,513 07
	To interest on \$7,746 78, balance per adjustment of my accounts for 4th quarter of 1814, per adjustment, per vouchers Nos. 2 and 7.....
	114 61
Mar. 31.	To interest on \$36,143, per adjustment of accounts for first quarter of 1815, to September 30, 6 months, per vouchers Nos. 6 and 12.....
	1,084 29
June 30.	To interest on \$10,877 87, per adjustment second quarter of 1815, interest to October 25, 117 days, per voucher No. 8.....
	209 21
	<hr/>
	6,221 13
To three years' services as issuing commissary. The duties of the Quartermaster's department, so far as regards transportation, were performed by me two years previous to my appointment of assistant deputy quartermaster general without any compensation. I claim the pay of	

issuing commissary, which has been allowed to Mr. Stetson, deputy commissary, of Boston, and Mr. Tracy, Connecticut. I charge \$1,200 per annum, the pay of commissary of issues for three years.....

3,600 00

1816.

Jan. 1. To my compensation as deputy commissary of purchases from March 31 to date, three quarters of a year; the commission upon my purchases, as prescribed by law, having exceeded \$2,000 per annum during my term of office, but during the last three quarters amounting to only \$304 83, the sum allowed me, the law allowing $2\frac{1}{2}$ per cent. on purchases, not to exceed \$2,000 per annum during the term of office....

1,500 00

Deduct amount allowed.....

304 83

1,195 17

12,842 01

Cr.

1816.

August. By this sum allowed as interest on James Rundlet's contract, included in the above statement.....

3,018 87

9,823 14

I also claim interest on interest paid by me, as per vouchers, from time of payment; upon interest on warrants issued by the Secretary of War whilst suspended for want of funds; also, on the interest upon all other liquidated balances from the time of settlement of my accounts, and upon additional compensation considered as due on the settlement of my accounts.

Secretary of War to John Langdon.

WAR DEPARTMENT, June 5, 1812.

SIR: You are hereby notified that you have been appointed a deputy commissary in the army of the United States.

On the receipt of this letter you will please to communicate to this department your acceptance or non-acceptance of this appointment; and in case of acceptance, you will transmit to this department a bond, ex-

ecuted conformably to the law of March 28, 1812, a copy of which is herewith enclosed.

Respectfully, your obedient servant,

W. EUSTIS.

JOHN LANGDON, Jr., Esq.,
New Hampshire.

ACCOUNTS AND VOUCHERS FOR INTEREST PAID.

The United States War Department to John Langdon, jr., deputy commissary.

1815.		
Sept. 1	To interest paid James Rundlet, per vouchers Nos. 1 and 2-----	\$437 83
	To interest paid H. & A. Ladd, per vouchers Nos. 3 and 4-----	107 24
	To interest paid by W. R. Gray, per voucher No. 5-----	60 69
1816.		
Oct. 9	To interest paid Joshua Darling, per voucher No. 6-----	72 66
		<hr/> 678 40

N. B.—I have endorsed the original vouchers, which you will please return to me, unless the account should be allowed.

Secretary of War to John Langdon.

WAR DEPARTMENT, *July 10, 1812.*

SIR: Your letters of the 11th ultimo (enclosing your bond) and of the 4th instant have been received. Until the commissary general (Samuel Carswell, esq.) shall have entered on the duties of his office, you will correspond with Benj. Mifflin, deputy commissary at Philadelphia, who will give you such information relative to clothing as may be necessary for your government. In the meantime you will make such purchases as General Dearborn may think advisable, for which purpose the sum of five thousand dollars will be remitted to you by the Treasurer of the United States.

Respectfully, your obedient servant,

W. EUSTIS.

JOHN LANGDON, Jr., Esq.,
Deputy Commissary, Portsmouth, N. H.

Vo. No. 1.

PORTSMOUTH, *December 11, 1812.*

\$11,653 91½

Value received, I promise to pay James Rundlet, esq., or order, eleven thousand six hundred and fifty-three dollars and ninety-one and a half cents, being the balance of his account for goods purchased for the use of the United States.

JOHN LANGDON,
Deputy Commissary.

Endorsed: March 1. Received four thousand dollars in part of the within.
\$4,000. J. R.

July 26, 1813. Received of John Langdon, jr., esq., the balance of the within note, being seven thousand six hundred and fifty-three dollars and ninety-one and a half cents, principal, and three hundred and thirty-nine dollars and seventy cents, interest.

JAMES RUNDLET.

Vo. No. 2.

PORTSMOUTH, *July 26, 1813.*

Received of John Langdon, jr., deputy commissary, ninety-eight dollars and thirteen cents, for interest on money loaned him for the use of the government.
\$98 13.

JAMES RUNDLET.

Vo. No. 3.

PORTSMOUTH, *October 15, 1812.*

Mr. John Langdon, jr., Deputy Commissary, bought of H. & A. Ladd,
209 pieces Raven's duck at \$18..... \$3,762 00
(Pay within twenty days per agreement.)

Interest on the above from the time payment was due to
February 17, 1813, is 105 days..... 65 84

3,827 84

Received payment December 31, 1812, by his acceptance paid February 17, 1813,

HENRY & ALEX. LADD.

Interest not allowed in account.

Vo. No. 4.

\$2,306.

PORTSMOUTH, *January 11, 1813.*

Thirty days after date please pay to Samuel Chauncy, esq., or order, twenty-three hundred and six dollars, value received in duck and sheetings for use of the United States, which charge to account of

Your most obedient servants,

HENRY & ALEX. LADD.

Mr. JOHN LANGDON, jr.,

Deputy Commissary, Portsmouth, N. H.

Accepted, January 11, 1813.

JOHN LANGDON, Jr.

[Endorsed.]

Mr. John Langdon's acceptance due February 10-13. \$2,306.

March 3, 1813, received five hundred dollars.

April 17, 1813, received five hundred dollars.

July 21, 1813, thirteen hundred and six dollars, balance of principal, and forty-one dollars and forty cents interest, in full for the within draft, being in part payment for duck sold October 15, 1812.

HENRY & ALEX. LADD.

Vo. No. 5.

BOSTON, June 9, 1814.

I have received your letter of 8th instant containing check for thirty-six hundred and six dollars and forty-eight cents, for balance of your note of 22d March last for \$6,560 and interest, as per memorandum at foot. The note is enclosed.

With esteem,

WM. R. GRAY.

JOHN LANGDON, jr., Esq.,

U. S. Deputy Commissary, Portsmouth.

Amount of note.....	\$6,560 00
Interest to 8th June, 49 days.....	53 57
	<hr/> 6,613 57
Endorsed.....	\$3,000 00
Interest.....	7 12
	<hr/> 3,007 12
	<hr/> 3,606 45

Interest \$53 57, \$7 12=\$60 69.

The note alluded to above was for Raven's sheeting, purchased on account of the United States.

Vo. No. 6.

\$508 65.

PORTSMOUTH, March 2, 1814.

Due Joshua Darling, esq., five hundred and eight dollars and sixty-five cents for stockings and socks received of him on account of the United States, and paid to him or order in ninety days at this office.

JOHN LANGDON, jr.,
Deputy Commissary.

Mr. Langdon offers to pay the above note, which offer he says he has repeatedly made, in treasury notes, with interest from the time they came into his possession, say March 21, 1815.

ALTEMA ROGERS.

[Endorsed.]

October 19, 1816. Received of Mr. John Langdon, jr., seventy-two dollars and sixty-four cents as interest due on this obligation, and which the said Darling is not to refund even if the government refuse payment to said Langdon.

JOSHUA DARLING.

Paid in current money.

*Letter from Third Auditor to John Langdon, Jr.*TREASURY DEPARTMENT,
Third Auditor's Office, March 20, 1822.

SIR: I have received your letter of the 12th instant, enclosing an account for interest accruing on clothing supplied in the late war. The

decision of the former Secretary of War on claims for interest similar to yours, that in no case was interest to be allowed unless it had been incurred by his order and authorized by him, forbids the allowance of your claim. The papers are therefore returned to you.

Respectfully, your obedient servant,

PETER HAGNER, *Auditor*.

JOHN LANGDON, jr., Esq.,
Portsmouth, N. H.

Letter from J. Langdon, jr., to Secretary of War.

March 28, 1822.

SIR: I forwarded to Peter Hagner, esq., Third Auditor of the Treasury, on the 12th inst., an account against the United States for interest paid by me on purchases made in the Commissary department during the late war, and for money actually loaned to meet my contracts in that department, which I was compelled to do on account of not being placed in funds by government, which will appear obvious by referring to my account, exhibiting a constant balance to a large amount against the government; but notwithstanding the large balances due from government, which were in fact entitled to interest, I have not charged it in any case but where I actually paid it and took the requisite vouchers at the time, which I should have done more uniformly had I not expected that interest would have been allowed on liquidated balances, as the practice of our courts. The Auditor, in reply to my application, observes: "The decision of the former Secretary of War on claims for interest similar to yours, that in no case was interest allowed unless it had been incurred by his order and authorized by him, forbids the allowance of your claim." In reply to these remarks I would observe that I had at the time these claims accrued presented them for allowance, which were rejected upon the broad ground that the government did not allow interest. I have not produced them again without being supported by precedents of interest having been since allowed both in the Navy and War Departments; the cases no doubt are numerous. In the Navy Department it is not necessary that I should produce any; in the War Department large claims of that character have been allowed to the Commissary General of Purchases, and to Mr. Stetson, deputy commissary of Boston, without having acted under any specific instructions. Whether these were direct allowances, or by way of compromise, I am not prepared to say; but the fact that they had such claims, and that they were satisfied, is within my knowledge, as well as the circumstances leading to the payment of interest by them. And in my department a claim was made by Mr. Rundlet for interest on a contract through my department, which I was instructed to pay him. My engagements to pay interest were not expressly authorized by the War Department, but my purchases were, and not having been furnished with funds to meet the payments, was, in the cases charged in my account, bound to pay interest, which I did at the time of settlement, and took the requisite vouchers. In other cases it was absolutely

indispensable that I should have money for the purposes of my department, which in many instances was procured by me, and in one only did I take the precaution to obtain a voucher, not doubting but it would be allowed on account. I trust this explanation will induce you to authorize the allowance of my account, which, with the vouchers is in my possession, having been returned by Mr. Hagner, amounting to \$678 40.

I have the honor to be, &c.

Hon. J. C. CALHOUN,
Secretary of War, Washington.

J. Langdon to the Secretary of War.

PORTSMOUTH, May 7, 1822.

SIR: Although at the hazard of being considered importunate, I am constrained again to address you on the subject of my claim for interest during the late war. Under an indelible conviction of the justice of my claim and the obligation upon government to allow it, before I make a final appeal to Congress, which I feel it my duty to do should it be rejected by the War Department, I have ventured some remarks in reply to your letter on that subject of the 30th ult., which has been transmitted to me. Your objection appears to rest upon the conclusion that I was not authorized to purchase on a credit or without being actually placed in funds for the purchase of the identical articles. I presume this objection will yield to the consideration that the Commissary departments were authorized to purchase at discretion, either on credit or with cash, to answer such orders as were made upon them by the proper authorities for military supplies. The law establishing the commissary department requires of the deputy commissaries to purchase upon the order of the Secretary of War, the commissary general of purchases, commanding general, quartermaster general, or deputy quartermaster generals. These orders were in all cases given without any immediate supply or specific application of funds. If funds were not on hand (which was generally the case) an order must be delayed until a requisition could be made upon and answered by the War Department, which would in many cases operate greatly to the injury of the service; and should that course have been adopted, it must in the event have proved fatal to the service; and in this quarter of the Union, after the first year of the war, had purchases been suspended until funds were placed at the disposal of the purchasing department, the army could not have been kept together; and in the last year of the war it is a well known fact that the army depended more upon the credits obtained by the quartermaster and purchasing departments, and by the contractor for provisions, than from any supplies from the treasury. During the summer and fall of 1814 a large body of troops, amounting a considerable part of the time to more than four thousand men, were stationed at this post, and I was the only officer in the quartermaster's department. Barracks were to be built, and supplies of every kind imperatively demanded. Was I to

wait under those circumstances for funds? Had I done so the army must have been disbanded, as none were received until after the peace. It must be the case, then, that the purchasing departments had the discretion of making their purchases either for cash or upon credit, as the situation of their funds or their view of the public service should require; this was invariably the practice. When funds could not be calculated upon purchases, were commonly made payable on receipt of funds, but in some cases it was essential to agree upon a specific credit; and before the supplies from the treasury became so precarious, it was the usual course to agree upon a short credit, allowing time for the receipt of funds upon a requisition on the War Department. If funds were not received, the credit of the department renders it incumbent upon the presiding officer either to advance the money himself, procure it on loan, or to allow interest to the creditor; and the good faith of the government is as much pledged to remunerate the purchasing officer. Small indeed is the claim advanced by me on this ground. It should be much larger, which must be apparent to you, considering the large arrearages that were constantly due to my department. Small as it is, it is of importance to me that I should receive it, and I trust after more mature consideration it will not be withheld, more especially as other claims of a similar nature and much larger in amount have been allowed. I have endeavored to take a plain and concise view of this case, which I hope will not be considered in any way disrespectful, my sole object being to obtain what I consider justly my due.

I have the honor, &c.,

JOHN LANGDON, JR.

Hon. J. C. CALHOUN,
Secretary of War, Washington.

J. F. Parrot to J. Langdon.

WASHINGTON, *March 4, 1823.*

DEAR SIR: After two interviews with the Secretary of War on your case, I addressed a letter to him giving a full statement thereof. On the 28th of February I received the answer, which I now forward to you, with the papers which you transmitted in your letter of the 18th January.

You have no other course but to petition Congress at the next session. I regret that nothing more favorable can be done.

With great regard, your friend and obedient servant,

JOHN F. PARROTT.

JOHN LANGDON, Esq.

W. Simmons to J. Langdon.

DEPARTMENT OF WAR,
Accounting Office, April 25, 1814.

SIR: I have received your letter of the 19th instant, accompanied by your account and vouchers for expenditures to 1st inst., which shall

be placed under examination and the result be made known to you. It may in the meantime be proper to apprise you that in consequence of a difference of opinion between the Secretary of War and the officers of the treasury as to the mode of ascertaining balances, none can be reported by me until a decision is had on the subject, and therefore any delay which may arise in paying the balance you claim may be accounted for by this circumstance.

Respectfully, your obedient servant,

W. SIMMONS.

JOHN LANGDON, jr., Esq.

W. Simmons to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, May 9, 1814.

SIR: Your accounts for the first quarter of the present year have been adjusted, and a balance found in your favor of \$83,704 16, being \$515 less than the amount you claim, as will fully appear from the enclosed statement of differences.

For reasons stated in my letter to you of the 25th ultimo, nothing further can be done by me in relation to this balance.

I am, sir, respectfully, your obedient servant,

W. SIMMONS.

JOHN LANGDON, jr., Esq.,
Deputy Commissary, Portsmouth, N. H.

Difference arising on settlement of the accounts of John Langdon, jr., for first quarter of 1814.

Balance claimed, per his statement.....	\$84,219 16	
From which deduct—		
Amount claimed as commission for first quarter of 1814, suspended, his compensation to be settled annually.....	\$500	
Amount overpaid A. R. Hall for services in public store, he having been settled with heretofore at \$15 per month instead of \$20 now charged.....	15	
		515 00
Balance due him per official statement.....		83,704 16

Tobias Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, September 8, 1814.

SIR: Your accounts for the second quarter of the present year, the receipt of which was acknowledged the 1st ult., have been adjusted, and a balance found in your favor of \$70,025 80, agreeing with your

own statement, which sum will be transmitted you by the Treasurer of the United States, to whom you will please to forward a receipt, and a duplicate to this office.

I am, sir, respectfully, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,
Portsmouth, N. H.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, November 7, 1814.

SIR: Your accounts for the third quarter of the present year, the receipt of which was acknowledged the 4th inst., have been adjusted, and agreeably to your own statement an amount found due you of \$53,514 74, which the Treasurer of the United States will transmit you, and for which your duplicate receipts as usual will be required.

It is to the Secretary of War that application is to be made for funds.

I am, respectfully, sir, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR.,
Deputy Commissary, Portsmouth, N. H.

DEPARTMENT OF WAR,
Accountant's Office, February 21, 1815.

SIR: The foregoing letter was prepared to send to you at the time of its date; but as the Treasurer was not then prepared to make the remittance of the balance therein stated, it was withheld till this time, when he has receipted to this office for the warrant.

With great respect, I am, sir, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,
Deputy Commissary.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, February 21, 1815.

SIR: The Treasurer of the United States will transmit you seventy-one thousand four hundred and eighty-five dollars and twenty-six cents, being amount of warrant No. 2076 issued by the Secretary of War on account of the following appropriations, viz:

Clothing.....	\$50,000 00
Camp equipage.....	20,000 00
Quartermaster's department.....	1,485 26
	<hr/>
	71,485 26
	<hr/>

For which sum you are held accountable. You will accordingly be pleased to forward a receipt to this office.

I am, respectfully, sir, your most obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,

Deputy Commissary, Portsmouth, N. H.

Treasurer of United States to J. Langdon.

TREASURY OF THE UNITED STATES,

Washington, February 21, 1815.

SIR: Enclosed you will find my draft, No. 221, on B. Austin, commissioner of loans, for \$125,000, the amount of warrants No. 1655 and 2076, issued by the Secretary of War, on receipt whereof be pleased to favor me with an early acknowledgment, specifying the sum received in treasury notes.

With due consideration, I am, sir, your obedient servant,

TH. T. TUCKER,

Treasurer of the United States.

JOHN LANGDON, JR., Esq.

The above was not received until March 21st, which was in treasury notes dated March 1st—the interest on which I have been required to answer for.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,

Accountant's Office, February 22, 1815.

SIR: Your accounts for the fourth quarter of the last year, the receipt of which was acknowledged the 13th inst., have been adjusted and found correct, and after charging you with \$71,485 26, the amount of warrant 2,076 issued in your favor the 7th inst., a balance is found in favor of the United States of \$63,738 48, which you will please to credit in your next statement. Of this sum \$43,933 66 is on account of clothing, and \$19,804 82 on account of camp equipage.

I am, sir, respectfully, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,

Deputy Commissary, Portsmouth, N. H.

N. B. The amount of the warrant was not received until 21st of March, 1815. The warrant for \$76,025 80 was charged to me, but the amount not received, which, together with the warrant for \$71,485 26, also charged but not received, produce the above result, December 31, 1814.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, March 8, 1815.

SIR: Your letter of the 28th ult. has been received.

Agreeably to the tenor of my letter of the 8th September last a balance was found in your favor on settlement of your accounts for the second quarter of the last year of \$76,025 80, for which sum a warrant issued, and which I find on inquiry is still in the hands of the Treasurer of the United States waiting the necessary arrangements to be made for remitting you the amount. This warrant being taken into view, would leave the result you speak of on settlement of your accounts to the 31st of December, provided you had been credited for your compensation for the last year, which was not done in consequence of your not charging it. It had better be introduced into your next statement.

I am, sir, respectfully, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,
Deputy Commissary, Portsmouth, N. H.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, April 11, 1815.

SIR: I have received your letter of the 1st inst., and in reply have to inform you that your accounts for the last quarter had better be forwarded for adjustment. The interest accruing on the treasury notes should be particularly stated and credited by you. Any claims you may have for interest must be submitted to the Secretary of War.

Respectfully, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, July 3, 1815.

SIR: Your accounts for the first quarter of the present year, and your letter of the 20th May last, accompanying them, were duly received.

The Secretary of War having directed that warrant 1353 for \$70,025 80, issued in your favor the 9th September last, should be cancelled, it has accordingly been done, and on settlement of your accounts to the 31st of March last, a balance is found in your favor of \$36,143 03, which has been reported to the Secretary of War, and whenever the necessary arrangements are made by the Treasurer of the United States for remitting you that sum, you will be apprised of it.

The difference between the above balance and that claimed by you, is accounted for in the accompanying statement.

Although you have been charged with the interest you credit as having accrued on treasury notes while in your hands, it is necessary that a particular statement should be rendered showing the precise time each note was in your possession.

I am, sir, respectfully, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,

Dep'y Com'y, Portsmouth, N. H.

*Difference arising on settlement of the accounts of John Langdon, jr.,
to 31st March, 1815*

Balance claimed per his statement.....	\$36,588 40
Balance due him per official statement.....	36,143 03
Difference.....	<u>445 37</u>

Arising as follows :

Amount charged in his accounts for hospital departments to 31st March, 1815, No. 4, as Jacob Cutler's bill, no account rendered	444 76
Amount overcharged in the addition of his account, for stationery, wood, &c., and in entering J. Cutler's bill in it, Abs. F. V. 5.....	61
Difference.....	<u>445 37</u>

JULY 3, 1815.

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, July 28, 1815.

SIR: Your accounts for the second quarter of the present year, the receipts of which was acknowledged the 25th inst., have been adjusted, and a balance found in your favor of \$10,877 87, which has been reported to the Secretary of War, and will be transmitted to you by the Treasurer of the United States when arrangements can be made for that purpose.

For the difference between this balance and that claimed by you, I refer you to the enclosed statement. By it you will observe that a sum of \$233 40 has been deducted from the amount charged by you for compensation as a commission of $2\frac{1}{2}$ per cent. on your disbursements during the quarter, falls that much short of \$500.

You will also perceive that a deduction of \$3,017 87 $\frac{1}{2}$ has been made from the amount of J. Rundlet for cloth, that allowance, being viewed in the light of interest, cannot be admitted without the express sanction of the Secretary of War.

I am, sir, with respect, your obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq.,

Portsmouth, N. H.

Difference on settlement of the accounts of John Langdon, jr., deputy commissary, for 2d quarter of 1815.

Balance claimed per his statement.....	50,273 18
From which deduct so much of the above reported in his favor, on settlement of 3d July, 1815.....	36,143 03
Amount deducted from voucher 1, Abs. 1, amount of J. Rundlet, being for interest, which cannot be admitted without authority from the Secretary of War.....	3,018 87½
Amount overcharged for compensation, a commission of 2½ per cent. only allowed.....	233 40
	<hr/> 39,395 31
Balance due him, per official statement.....	<hr/> \$10,877 87 <hr/>
JULY 28, 1815.	

T. Lear to J. Langnon.

DEPARTMENT OF WAR,
Accountant's Office, August 23, 1815.

SIR: You will receive from the Treasurer United States forty-seven thousand and twenty dollars and ninety cents, being the amount found due you on settlement of your accounts to 30th June, 1815, viz: Amount of warrant No. 2792; balance in your favor on adjustment of your accounts to 31st March, 1815, including your compensation to that period..... 36,143 03
Amount of warrant No. 2793; balance in your favor on adjustment of your accounts for 2d quarter of 1815..... 10,877 87

\$47,020 90

You are accordingly requested to forward your receipts for the above amounts—one to the Treasury and one to this office.

I am respectfully, sir, your most obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq., *Dep,y Com.*

T. Lear to J. Langdon.

DEPARTMENT OF WAR,
Accountant's Office, March 12, 1816.

SIR: The Treasurer United States will transmit you twenty thousand dollars, being amount of warrant No. 3926, issued by the Secretary of War, the 9th inst., on account of Quartermaster's department, for which sum you are held accountable. You will accordingly be pleased to forward a receipt to this office.

I am, respectfully, sir, your most obedient servant,

TOBIAS LEAR.

JOHN LANGDON, JR., Esq., *Portsmouth, N. H.*

The Treasurer to J. Langdon.

TREASURY OF THE UNITED STATES,
Washington, March 12, 1816.

SIR: Enclosed you will find my draft, No. 487, on Joseph Nourse, Register, for \$20,000, the amount of warrant No. 3926, issued by the Secretary of War: on receipt whereof be pleased to favor me with an early acknowledgement, specifying the sum received in treasury notes.

With due consideration, I am, sir, your obedient servant,

TH. T. TUCKER,
Treasurer of the United States.

JOHN LANGDON, JR. Esq.

The Register to J. Langdon.

TREASURY DEPARTMENT,
Register's Office March 13, 1816.

SIR: I have remitted by this day's mail, in a package to your address, twenty thousand dollars in treasury notes, as described in the register herewith. After signing the receipt at the bottom of the register, and endorsing the Treasurer's order for the notes, you will transmit them both to this office.

I am, very respectfully, sir, your obedient servant,

JOSEPH NOURSE.

JOHN LANGDON, JR. Esq.,

The Register to J. Langdon

[Duplicate.]

TREASURY DEPARTMENT,
Register's Office, March 14, 1815.

SIR: I remitted by yesterday's mail, in a package to your address, twenty thousand dollars in treasury notes, as described in the register herewith. After signing the receipt at the bottom of the register, and endorsing the Treasurer's orders for the notes, you will please to transmit them both to this office.

I am, very respectfully, sir, your obedient servant,

JOSEPH NOURSE.

JOHN LANGDON, JR., Esq.

Gen. C. Irvine to J. Langdon.

COMMISSARY GENERAL'S OFFICE,
Philadelphia, October 14, 1815.

SIR: Your letter of the 9th is received. You had better purchase the sheet iron of a good quality at 12 cents per pound.

With regard to the cargo of the ship Lawrence, to be sold the 3d of November, if you can purchase blue cloth of good enough quality for coats, $\frac{6}{4}$ wide at a price not exceeding three dollars per yard, you had better do so at a credit of ninety days; and if you can purchase

on the same principle three-point blankets of good size and quality at \$3 25 and not exceeding \$3 50 each, do so. Purchase from five to ten thousand yards blue cloth and blankets not exceeding ten thousand.

Respectfully, I am, sir, your most obedient servant.

CALLENDER IRVINE.

JOHN LANGDON, JR., Esq.,
Deputy Commissary.

Gen. C. Irvine to J. Langdon.

COMMISSARY GENERAL'S OFFICE,
Philadelphia, November 25, 1814.

SIR: Your letter of the 20th is this moment received. Blankets are much wanted for the service; but we have not any funds, nor have I an assurance that we will be put in possession of funds shortly. I have some treasury notes; but these I must pay away at par with the interest accrued thereon up to the day. If you could buy at a credit of two months, perhaps funds may be obtained in that time; all I can say is, that the blankets are much wanted; but under existing circumstances I do not wish to give a positive direction to buy; you must be governed by your own judgment in the case.

Respectfully, sir, your obedient servant,

CALLENDER IRVINE.

JNO. LANGDON, Esq., *Dep'y Com.*

Gen. C. Irvine to J. Langdon.

COMMISSARY GENERAL'S OFFICE,
Philadelphia, August 17, 1815.

SIR: I have been informed that a considerable quantity of British goods, calculated for army clothing, is offered for sale at Portsmouth. If some of these goods can be procured on credit, say for sixty or ninety days or even a longer term, it will be well to secure them. Please inform yourself, and write me upon this subject.

Let the flannel shirts be made immediately.

Very respectfully, sir, your obedient servant,

CALLENDER IRVINE,
Commissary General, &c.

JOHN LANGDON, Esq., *Deputy Commissary.*

Gen. C. Irvine to J. Langdon.

COMMISSARY GENERAL'S OFFICE,
Philadelphia, November 24, 1814.

SIR: I enclose you an extract of a letter from the Secretary of War by which you will be governed in the issue of clothing for the accommodation of volunteers and militia.

Respectfully, sir, your obedient servant,

CALLENDER IRVINE,
Commissary General.

JOHN LANGDON, Esq., *Deputy Commissary.*

Extract of a letter from the Secretary of War, dated

“WAR DEPARTMENT, November 15, 1814.

“SIR: You will direct *your issuing commissaries*, that whenever, by the order of the commanding general, they are under the necessity of issuing clothing to the volunteers or militia, to report the quantity issued to the paymaster of the district, who will deduct the amount from the pay of each individual, respectively.

“I have the honor to be, sir, your obedient servant,

“JAMES MONROE.

“CALLENDER IRVINE,

“*Commissary General of Purchases.*”

Secretary of War to Committee on Claims.

WAR DEPARTMENT,

Washington, February 8, 1853.

SIR: I have the honor to transmit herewith “copies of all papers and documents” tending to show the true character of the claim of John Langdon, a commissary during the late war with England, in compliance with the request contained in your letter of the 27th ultimo.

Very respectfully, your obedient servant,

C. M. CONRAD,

Secretary of War.

Hon ALFRED P. EDGERTON,

Of the Committee of Claims, House of Reps.

J. Langdon to the Secretary of War.

DEPUTY COMMISSARY'S OFFICE,

Portsmouth, N. H., August 13, 1813.

SIR: I have the honor to transmit to you a summary statement of my purchases for the last month, a considerable part of which were received previously, but not paid for, from not having been provided with funds. It will be seen by referring to my accounts of the 30th June, forwarded to the accountant of the War Department, that the amount of the enclosed summary considerably exceeds the balance due to the United States from me at that time, which balance was occasioned by the amount of warrant No. 994, issued the last month, being charged to me in the adjustment of my accounts to the 1st of April last.

A further estimate, I conclude, will not be expected from me until the whole amount of my last has been remitted, although a much larger sum will be necessary to meet my engagements for the present quarter.

From a deficiency in funds I have been occasionally under the necessity of engaging to pay interest. Please to inform me if such engagements will not be allowed by the United States.

I have the honor to be, sir, very respectfully, your obedient servant,

JOHN LANGDON, JR.,

Deputy Commissary.

Hon. JNO. ARMSTRONG,

Secretary of War, Washington City.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from the 1st to the 31st July, 1813.

Articles.	Clothing department.	Total amount.
10,845 pairs shoes.....	\$10,628 10	
460½ yards black cloth.....	643 38	
15,968¾ yards Am. ¾ blue cloth.....	19,225 44	
36½ yards blue broadcloth.....	73 00	
598 coatings.....	1,096 33	
36,114¾ yards cotton shirtings.....	10,454 74	
1,008 yards cotton drilling.....	271 74½	
50 pieces India cottons.....	206 50	
6 pieces Colerain cotton for ruffling.....	72 50	
1 piece Colerain cotton for ruffling, 29 yards.....	10 87½	
44½ yards Cambric.....	24 34	
6 pieces long cloth.....	63 00	
415 pieces Russia sheetings.....	9,375 00	\$52,144 95
672½ yards cloth.....	145 26	
1,340½ yards white kersey.....	1,148 48	
42 pieces blue Nankin.....	126 00	
9 pieces and 87 yards blue shalloon.....	226 00	
59 pounds cotton yarn.....	39 53	
2,723 pairs half stockings.....	1,156 61	
389 pair socks.....	73 91	
Cord.....	14 40	
8 gross yellow binding.....	11 25	
300 infantry caps.....	252 00	
845 infantry plumes.....	134 82½	3,328 26½
74 red-top plumes.....	15 00	
554 cockades and eagles.....	44 32	
1,015 leather stocks.....	126 87½	
3,650 infantry cap plates.....	318 50	
260 artillery cap plates.....	65 00	
597¾ gross overall buttons.....	379 07	
50 gross artillery coat buttons.....	112 50	
59 gross vest buttons.....	59 00	
450 gross infantry coat buttons.....	450 00	
80 gross cavalry buttons.....	178 25	
12 drums, quartermaster's department.....		1,748 51½
		97 50
		57,319 23

NOTE.—The public storekeeper lately appointed not having received his instructions, such of the articles named in this return as have not been made into clothing or delivered, remain in my possession.

JOHN LANGDON, JR.

J. Langdon to General C. Irvine.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., August 25, 1813.

SIR: I have purchased 1,000 yards of flannel at 74½ cents per yard, which is the lowest price I could procure white flannel at. It is gen-

erally of a very good quality, sterling cost from 50 to 72 cents. The shirts will be completed in about ten days. A few more pieces will be required, which I shall procure.

I have not yet received the amount of my former estimate by about twenty thousand dollars, which I am much in want of. I have made an estimate at foot of the cost of the shirts, which you may transmit to the War Department or not, as you think best. Although a considerable sum over my former estimate is wanted, I have confined the present one to the flannel shirts for the reason above stated.

ESTIMATE.

2,000 flannel shirts, $3\frac{1}{2}$ yards each, is 6,500 yards at 75c.....	\$4,875
Making and thread, at 22c.....	440
	<hr/>
	\$5,315
	<hr/>

I have the honor to be, sir, your obedient servant,

JNO. LANGDON, JR.

Deputy Commissary.

HON. CALLENDER IRVINE,

Commissary Gen. of Purchases, Philadelphia.

General C. Irvine to Secretary of War.

COMMISSARY GENERAL'S OFFICE,

Philadelphia, September 3, 1813.

SIR: John Langdon, jr., has been directed to provide 2,000 flannel shirts; his estimate amounts to \$5,315, and is enclosed. Please to cause that sum to be remitted to him.

I have also to request that the balance of requisitions from John Langdon, jr., and from J. H. Plummer, may be remitted them without loss of time, as I know the money is much wanted.

I will thank you to send me a few copies of the printed regulations; all I received are distributed. Please to send Robert E. Jennings a copy.

With great respect, I am, sir, your obedient,

CALLENDER IRVINE,

Commissary General.

Gen. JOHN ARMSTRONG,

Secretary of War.

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,

Portsmouth, N. H., September 6, 1813.

SIR: I have the honor to enclose a summary statement of my purchases for the month ending the 30th of August.

I have the honor to be, sir, very respectfully, your obedient servant,

JOHN LANGDON, JR.

Deputy Commissary.

HON. JOHN ARMSTRONG,

Secretary of War, Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from the 1st to the 31st of August, 1813.

Articles.	Clothing department.	Ordnance department.	Total amount.
693 pair knit socks -----	\$138 60		
3,518 yards shirting cotton -----	1,018 37		
1,300 leather stocks -----	162 50		
27 pair dragoon boots -----	108 00		
2,296 pairs shoes -----	2,250 80		
63 yards tow cloth -----	12 65		
223 pairs half stockings -----	106 35		
236 yards shalloun -----	144 00		
606 yards cotton and gurrals for linings -----	191 00		
5,566 yards flannel for shirts -----	4,146 67		
1,246 yards blue $\frac{3}{4}$ cloth -----	1,538 58		
188 blankets -----	688 08		
2,118 cockades and eagles -----	170 00		
79 pounds cord -----	64 00		
620 white (infantry) plumes -----	107 20		
50 red top plumes -----	10 00		
	10,850 80		\$10,850 80
79 dozen priming wires and brushes -----			73 47
			10,924 27

General C. Irvine to Secretary of War.

COMMISSARY GENERAL'S OFFICE,
Philadelphia, September 13, 1813.

SIR: If any law has been enacted by Congress, making it the duty of the commissary general or of his deputies to comply with the requisitions of officers commanding, either regulars or militia, I will thank you for a transcript of the same, that both myself and deputies may be governed thereby.

With high respect, I am, sir, your most obedient servant,
CALLENDER IRVINE,
Commissary General.

Gen. JOHN ARMSTRONG,
Secretary of War.

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., October 30, 1813.

SIR: I have the honor to enclose you a summary statement of my purchases for the month ending the 30th ultimo.

I have the honor to be, sir, very respectfully, your obedient servant,
JOHN LANGDON, JR.,
Deputy Commissary.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from the 1st to the 30th September, 1813.

Articles purchased.	Clothing department.	Camp equipage department.	Total amount.
240½ yards $\frac{5}{8}$ Am. blue cloth	\$572 39		
126½ yards $\frac{3}{4}$ Am. blue cloth	168 00		
288 yards $\frac{3}{4}$ Am. black cloth	360 00		
8,213 yards shirting cotton	2,381 77		\$3,842 16
1,538 yards white kersey	1,461 10		
1,585 pairs half stockings	713 25		
300 leather stocks	39 00		
721 pairs socks	136 99		
1,066 pairs shoes	1,044 68		3,395 02
520 yards flannel	364 00		
295 epauletts	73 75		
154 yards taceel cloth	30 80		
305 infantry caps	256 20		
200 artillery caps	200 00		
1,995 plumes	498 75		1,423 50
24 drums		\$193 00	
1 fife		1 25	
81 camp kettles		111 50	
72 mess pans		43 20	359 95
			8,660 63

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., November 24, 1813.

SIR: I have the honor to enclose to you a summary statement of my purchases for the month ending the 30th of October.

I have the honor to be, sir, your most obedient servant,

JOHN LANGDON, Jr.,
Deputy Commissary.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made by John Langdon, deputy commissary, from September 30 to October 30, 1813.

Articles.	Clothing department, and camp equipage.	Amount.
13,579 yards shirting cotton-----	\$3,937 91	
567 yards drilling cotton-----	198 45	
1,503 yards $\frac{3}{4}$ blue cloth-----	1,998 99	
134 $\frac{1}{2}$ yards $\frac{9}{16}$ blue cloth-----	338 95	\$6,474 30
331 $\frac{3}{4}$ yards white kersey-----	256 32	
120 yards blue duvant (facing)-----	60 00	
86 yards duffels-----	157 67	
351 yards imported plains-----	35 50	509 49
200 artillery plumes-----	50 00	
1,448 pair of shoes-----	1,419 04	
1,504 infantry caps-----	1,263 36	
2,504 pair of stockings-----	1,126 80	3,859 20
150 yards $\frac{3}{4}$ black cloth-----	200 00	
2,429 leather stocks-----	303 62	
1,043 infantry plumes-----	177 31	680 93
27,600 pounds of sheet iron-----		3,204 00
		14,727 92

JOHN LANGDON, Jr.,
Deputy Commissary.

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., December 7, 1813.

SIR: I have the honor to enclose to you a summary statement of my purchases for the month ending November 30, 1813.

I have the honor to be, very respectfully, sir, your most obedient servant,

JOHN LANGDON, Jr.,
Deputy Commissary.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from November 1st to 30th, 1813.

Articles.	Clothing department.	Amount.
962 $\frac{1}{2}$ yards $\frac{3}{4}$ blue cloth, delivered on contracts-----	\$1, 195 29	
4, 537 pair of stockings....do.....do-----	2, 041 65	
3, 732 yards of shirting....do.....do-----	1, 082 28	\$4, 319 22
285 $\frac{3}{4}$ yards of blue $\frac{5}{8}$ cloth.do.....do-----	693 15	
4, 103 cockades and eagles..do.....do-----	328 20	1, 021 35
1 case containing 1,475 yards ruffling-----	722 75	
107 $\frac{1}{2}$ yards of blue facing-----	45 15	
101 $\frac{1}{4}$ pounds of cord-----	86 00	853 90
		6, 194 47

PORTSMOUTH, N. H., December 7, 1813.

JOHN LANGDON, Jr.,
Deputy Commissary.

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., January 22, 1814.

SIR: I have the honor to enclose to you a summary statement of my purchases for the month ending December 31, 1813.

I have the honor to be, very respectfully, sir, your obedient servant,

JOHN LANGDON, JR.,
Deputy Commissary.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from November 30 to December 31, 1814.

Articles purchased.	Clothing department, and camp equipage.	Amount.
3,344½ yards American made $\frac{3}{4}$ blue cloth.....	\$4,180 62	
77½ yards imported.....do.....	103 33	
96½ yards American made $\frac{9}{16}$ blue cloth.....	260 25	
286 yards duffils.....	543 40	
5,366½ yards cotton shirting.....	1,556 14	
1,768 yards drilling.....	601 12	
141½ yards flannel.....	84 75	
4,606 pair of stockings.....	2,172 70	
10 bales lace and 200 yards Russia sheeting.....	4,800 00	
		\$14,202 14
127 mess pans.....		105 83
		14,308 14

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., February 15, 1814.

SIR: I have the honor to enclose to you a summary statement of the purchases made by me during the month ending January 31, 1814.

I have the honor to be, very respectfully, sir, your obedient servant,

JOHN LANGDON, JR.,
Deputy Commissary.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from the 1st to the 30th of January, 1814.

Articles.	Clothing department.	Amount.
40 pieces India cotton for shirtings.....	\$220 00	
10 pieces blue facing.....	30 00	
3,119 pair woollen stockings.....	1,403 55	
		\$1,653 55
150 gross buttons.....	112 50	
77 yards blue $\frac{3}{4}$ wide American cloth.....	102 67	
2,086½ yards shirting cotton cloth.....	605 00	
		820 17
		2,473 72

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H. March 2, 1814.

SIR: I have the honor to transmit to you a summary statement of my purchases during the month ending February 28, 1814.

I have the honor to be, very resp'y, sir, your most ob't svt,
 JNO. LANGDON, JR.,
Deputy Commissary.

Hon. JNO. ARMSTRONG,
Secretary of War, City of Washington.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from the 1st to the 28th February, 1814.

6,689	pair stockings.....	\$2,758 70	
9	pieces shirting.....	207 00	
2,139 $\frac{1}{4}$	yards shirting cotton.....	620 40	
			3,586 10
446 $\frac{3}{4}$	yards drilling cotton.....	158 69	
1,022	yards American manufactured flannel.	613 20	
12,926	yards imported flannel.....	10,340 80	
			11,112 69
1,611 $\frac{3}{4}$	yards American manufactured $\frac{3}{4}$ blue cloth.....	2,149 00	
3,150	yards imported blue cloth.....	3,826 41	
6,990 $\frac{1}{2}$	yards imported broadcloth.....	18,372 29	
2,238	blankets.....	10,071 00	
			34,418 70
			<u>\$49,117 49</u>

Gen. C. Irvine to Secretary of War.

PHILADELPHIA, April 5, 1814.

DEAR SIR: Your favor of the 2d instant is received. Stetson is providing clothing for the recruiting service in his district only, and under orders given him prior to the receipt of your hint.

Langdon had nearly completed the orders given him to provide clothing for the troops in service; that is 3,160 suits, and 1,800 suits for the recruiting service, and had procured or contracted for materials to furnish the balance before my countermarching order reached him.

This clothing, and those materials will have to be paid for, after which they will have little to do. I will increase the business here, at New York, and at Baltimore, if it can be done at the latter place.

Very truly yours,

CALLENDER IRVINE.

Gen. J. ARMSTRONG,
Secretary of War.

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., April 20, 1814.

SIR: I have the honor to transmit to you, enclosed, a summary statement of the purchases made by me during the month ending the 31st ultimo.

I have the honor to be, respectfully, sir, your most ob't servant,
JNO. LANGDON, JR.,
Deputy Commissary of Purchases.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington City.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from March 1 to 31, 1814.

Articles.	Clothing department.	Amount.
563 yards American manufactured broadcloth.....	\$1,463 80	
3,452 yards American manufactured single width cloth.....	4,487 60	
1,370 yards American manufactured black $\frac{3}{4}$ cloth.....	1,826 67	
256 yards American manufactured white kersey.....	229 40	
2,569 yards American manufactured flannel.....	1,541 40	
10,324 yards imported flannel.....	8,259 20	\$17,808 07
73 yards imported plains.....	85 41	
164 yards imported coatings.....	328 00	
317 yards booking.....	152 16	
290 pieces Russia sheeting.....	6,960 00	
281 pieces India cotton.....	1,405 00	9,930 57
200 pieces blue cotton.....	1,000 00	
6,769 yards cotton shirting.....	2,166 00	
536 yards cotton drilling.....	187 60	
3,990 yards tow-cloth.....	997 50	
179 blankets.....	769 75	
869 epaulets.....	347 60	
12,501 pair men shoes.....	12,250 98	16,710 43
2,861 pair stockings.....	1,287 45	
6,869 pair socks.....	1,717 25	
200 artillery leather caps.....	400 00	
1,718 infantry leather caps.....	3,436 00	
577 artillery woollen pompons.....	86 55	
4,850 infantry woollen pompons.....	727 50	7,654 75
804 gross infantry coat buttons.....	683 40	
206 gross artillery coat buttons.....	463 50	
693 gross vest buttons.....	485 10	
476 gross overall buttons.....	190 40	
112 gross dragoon buttons.....	112 00	1,934 40
		54,038 22

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., May 7, 1814.

SIR: I have the honor to transmit to you, enclosed, a summary statement of the purchases made by me during the month ending April 30, 1814.

I have the honor to be, with great respect, sir, your ob't servant,
JNO. LANGDON, JR.,
Deputy Commissary of Purchases.

Hon. JNO. ARMSTRONG,
Secretary of War, Washington City.

A summary statement of purchases made by John Langdon, jr., deputy commissary, from March 31, to April 30, 1814.

174 $\frac{1}{4}$ yards American manufactured $\frac{3}{4}$ black cloth.....contract...	\$217 89	
1,651 $\frac{1}{4}$ yards American manufactured $\frac{3}{4}$ gray cloth.....contract...	1,865 63	
114 yards American manufactured $\frac{6}{4}$ gray cloth.....contract...	256 50	
1,566 $\frac{1}{4}$ yards American manufactured $\frac{6}{4}$ blue cloth.....contract...	4,698 75	
969 $\frac{3}{4}$ yards American manufactured $\frac{3}{4}$ blue cloth.....contract...	1,260 68	
695 yards tow cloth.....do.....	139 00	
4,352 $\frac{3}{4}$ yards shirting cotton.....do.....	1,392 88	
		\$9,831 33
414 pair of stockings.....do.....	186 30	
13,170 pair socks.....do.....	3,292 50	
581 pair dragoon boots.....do.....	2,044 25	
8,188 pair men's shoes.....do.....	8,024 24	
3,165 leather caps, infantry.....do.....	6,330 00	
471 leather artillery caps.....do.....	942 00	
214 leather light dragoon.....do.....	535 00	
	21,354 29	
		31,185 62

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., June 4, 1814.

SIR: I have the honor to transmit to you, enclosed, a summary statement of the purchases made by me within the month ending May 31, 1814.

I have the honor to be, very respectfully, sir, your most ob't servant,
JNO. LANGDON, JR.,
Deputy Commissary of Purchases.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington.

A summary statement of purchases made from April 30 to May 31, 1814, by John Langdon, jr., deputy commissary.

Articles.	Clothing department, and camp equipage.	Amount.
1, 151½ yards American manufactured 6¼ blue cloth, received on contracts.....	\$3, 454 50	
541½ yards American manufactured ¾ blue cloth, received on contracts.....	703 95	
38½ yards American manufactured ¾ black cloth, received on contracts.....	501 80	
2933¼ yards American manufactured grey ¾ kersey, received on contracts.....	3, 415 70	
676½ yards grey 6¼ kersey, received on contracts.....	1, 569 48	
11, 170 yards shirting cotton.....	3, 574 40	\$13, 219 83
99 pieces platillas for lining.....	1, 069 20	
24 pieces India cottons.....	144 00	
531 pair stockings.....received on contra t.....	238 95	
4, 150 pair socks.....do.....do.....	996 00	
1, 181 leather stocks.....do.....do.....	92 80	2, 540 95
150 felling axes.....	225 00	
1, 332 canteens with straps.....	359 64	
128 tin mess pans.....	106 24	690 88
		16, 451 66

J. Langdon to Secretary of War.

DEPUTY COMMISSARY'S OFFICE,
Portsmouth, N. H., July 25, 1814.

SIR: I have the honor to enclose to you a summary statement of the purchases made by me during the month of June, 1814.

I have the honor to be, with great respect, sir, your ob't servant,
JOHN LANGDON, JR.,
Deputy Commissary of Purchases.

Hon. JOHN ARMSTRONG,
Secretary of War, Washington City.

A summary statement of articles purchased and received on contracts into the United States military store, at Portsmouth, N. H., during the month ending June 30, 1814.

95¼ yards Am. manufact'd black ¾ cloth.....	\$127 33
1,894 do.....do.....do.....black ¾ cloth.....	5,682 00
2,467½ do.....do.....do.....black ¾ cloth.....	3,701 25
6,533 do.....do.....do.....gray ¾ kerseys....	8,710 67
	<hr/> \$18,281 25

602 yards American manufact'd grey $\frac{3}{4}$ kersey.	1,605	33	
123 $\frac{1}{4}$ do.....do.....white $\frac{3}{4}$ kerseys...	117	07	
1,522 do.....do.....white flannel.....	913	20	
6,205 dodo.....shirting cottton..	1,985	60	
230 do.....do.....tow cloth.....	57	50	
			4,678 70
100 pieces ravens duck, camp equip. dept.....			1,800 00
420 pair stockings.....	189	00	
1,971 pair socks.....	492	75	
2,466 leather stocks.....	308	25	
3,030 infantry cap plates.....	363	60	
560 artillery cap plates.....	156	80	
			1,510 40
1,073 artillery cockades and eagles.....	107	30	
301 gross infantry coat buttons.....	255	85	
619 gross infantry vest buttons.....	278	55	
45 gross artillery vest buttons.....	56	25	
300 gross overall vest buttons.....	150	00	
			847 95
			<u>\$27,058 30</u>

Geo. Graham to J. Langdon.

DEPARTMENT OF WAR, August 5, 1815.

SIR: I am directed by the Acting Secretary of War to request that you would forward, without delay, to the Accountant of this department a statement of all the debts due by your department, designating the individuals to whom they are due, and arranging them under the several heads of appropriation. It is also indispensably necessary that your accounts should be settled up; to enable you to do this, you will return to the Accountant the vouchers for all partial payments, or advances on contracts; and whenever this shall be done, money will be immediately placed in your hands to discharge all claims against your department; at least, so far as the treasury can supply current money at, and the appropriations will justify.

The appropriations, it is believed, will be adequate to the discharge of all the claims against your department, except those for the ordnance and hospital departments; and measures have been taken to supply them. Your prompt attention to this business is requested.

I have the honor to be, very respectfully, your ob't servant,
 GEORGE GRAHAM, *Chief Clerk.*

JOHN LANGDON, Esq.,
Deputy Commissary of Purchases.

Geo. Graham to J. Langdon.

DEPARTMENT OF WAR, *October 21, 1815.*

SIR: The enclosed letter from Mr. Cushing, respecting a claim on your department, is referred to. Thirty-five thousand dollars have been remitted to General Ripley to discharge the old claims on the Quartermaster's department within his military department.

I have the honor to be, very respectfully, your ob't servant,
 GEORGE GRAHAM, *Chief Clerk.*

JOHN LANGDON, Esq.,
Portsmouth, New Hampshire.

J. Langdon to Geo. Graham.

PORTSMOUTH, *October 26, 1815.*

SIR: Your letter of the 21st instant I have this day the honor to acknowledge the receipt of, enclosing a letter from Mr. Cushing to the Secretary of War. In the summer of 1814 I undertook the duty of the Quartermaster's department for this post, by request of Mr. Eustis and General Dearborn; under my direction quarters were provided and supplies furnished to the troops stationed here, amounting during the fall to about four thousand men, the disbursements including the repairs of fortifications, officers, transportation, &c., amounted to about \$33,000. The accounts and vouchers were forwarded by me to Mr. Eustis, and repeated applications made to him for funds, which I was assured when I undertook the duties of that department would be immediately placed in my hands. Not one dollar has been received, by which means I am personally very greatly embarrassed, and individuals of whom I obtained the supplies much injured; of this number Mr. Cushing is one, he having committed a great error in mentioning me in my character as deputy commissary. I have also a letter this day from Mr. Eustis, saying that General Ripley has in his hands \$10,000 for the demands in this quarter. It would be a great inconvenience to me to receive so small a part of the amount due here. People have waited so long that every one would consider himself equally entitled to pay. Will you have the goodness to submit the subject of this letter to the Secretary of War, that means may be put into my hands for the settlement of the demands in question?

I have the honor to be, very respectfully, your ob't servant,
 JOHN LANGDON, JR.

GEO. GRAHAM, Esq.,
War Department, City of Washington.

J. Langdon to the Secretary of War.

PORTSMOUTH, *November 16, 1815.*

SIR: Jacob Eustis, esq., assistant deputy quartermaster general for military district No. 1, having appointed me to act in the Quartermaster's department at this post, disbursements were made under or-

ders of General Dearborn and General Chandler, for the supply and accommodation of the troops stationed here during the last two quarters of the year 1814, and until the 31st of August, 1815, to the amount of \$35,600. Of this sum ten thousand two hundred dollars have been received by me from General Ripley, in treasury notes, bearing date 21st October, leaving a balance of \$25,400, required to close the accounts of the Quartermaster's department at this post to the 31st August, 1815, inclusive; which sum I take the liberty to request that you would please to direct to be placed in my hands for that purpose.

I have the honor to be, with perfect respect, your most ob't servant,
JOHN LANGDON, JR.

Hon. W. H. CRAWFORD,
Secretary of War, City of Washington.

I approve this requisition.

EL. W. RIPLEY,
Maj. Gen. Commanding 2d Department.

J. Langdon to Secretary of War.

PORTSMOUTH, N. H., *February 21, 1816.*

SIR: I had the honor on the 16th of November last of forwarding to you a requisition, approved by General Ripley, for funds necessary to meet the demands against the Quartermaster's department at this post up to the 31st August last, a very large proportion of which has been due more than one year. As cash was expected in every instance, particularly for supplies furnished the army (about 4,000 men) stationed here in the fall of 1814, the creditors have sustained a very essential injury in remaining so long a time unpaid, and are now very pressing in their applications. Permit me to request your attention to this subject, and to hope that funds will be immediately forwarded agreeable to my requisition herein referred to.

I have the honor to be, with the most perfect respect, your ob't serv't,
JOHN LANGDON, JR.

Hon. WILLIAM H. CRAWFORD,
Secretary of War, Washington.

Geo. Graham to J. Langdon.

DEPARTMENT OF WAR, *March 9, 1816.*

SIR: A warrant has been issued in your favor for twenty thousand dollars, the amount of which will be remitted to you in treasury notes, to be applied to the discharge of the claims against the Quartermaster's department. The claims will be discharged without delay, and your accounts immediately returned to the Accountant of this department. If the amount now remitted is not sufficient to discharge all the claims, you will report to the Accountant such claims as shall re-

main unpaid, specifying the nature of the claim, the amount, and the name of the claimant.

You will pay due attention to the enclosed communication from the Hon. Mr. Hale.

I have the honor to be, very respectfully, your ob't servant,
 GEORGE GRAHAM, *Chief Clerk.*

JOHN LANGDON, Jr., Esq.,
Portsmouth, New Hampshire.

Secretary of War to John Langdon.

WAR DEPARTMENT, *April 9, 1822.*

SIR: I have received your letter of the 28th ultimo, on the subject of interest.

I cannot authorize the allowance of any amount for interest paid, unless the expense was incurred by order of this department.

Very respectfully, your obedient servant,

J. C. CALHOUN.

JOHN LANGDON, Esq.,
Portsmouth, New Hampshire.

A. Stetson to J. W. Langdon.

BOSTON, *December 10, 1822.*

DEAR SIR: I am yet without pay or advantage for the services rendered the government in time of the late war; the interest paid on moneys advanced and losses sustained on treasury notes with which I was paid specie advances, took from me all government allowed for the purchases made. Failing to obtain indemnity from the War Department, I have petitioned Congress for redress.

Have you been allowed interest where you advanced money, indemnity for loss on treasury notes, or been paid for services rendered, other than those of a deputy commissary of purchases? and what has been allowed you for purchases?

If, sir, you will have the goodness to answer these inquiries by return of mail, or so soon afterwards as with convenience you can, giving me the amount of interest paid to you, and indemnity allowed for loss on treasury notes, you will very much oblige me, as I want all the precedents I can obtain to enforce my claim; and I want, also, the amount which has been allowed to you for extra services, or for services rendered other than those of purchasing commissary, and what those services are which have been compensated. I contend that when we had paid for the supplies purchased and rendered the necessary accounts, the duty was done for which the compensation of deputy commissary was provided for by law, and that by law we were entitled to a commisson of two and a half per cent. on our purchases, unless the percentage exceeded \$2,000 a year for the time we were in office. That the drawing out of materials which had been bought and delivered to

the storekeeper, making the clothing and preparing materials for the use of the army, the superintending the public stores, taking care of the public property, and making of the issues, were no more enjoined by law on the deputy commissaries of purchase than on other officers. That the percentage was never intended to compensate for such services.

I find by the late newspapers, the commissary at Pittsburg, Mr. Foster, in an action brought against him by government, has recovered his claim for moneys advanced, loss on treasury notes, and pay as special issuing commissary, which items correspond with those of which my claim is formed. I have written to Mr. Foster to transmit to me a statement of his case and claim.

I have also required of the government to make up my pay for purchases to the \$2,000 per annum, the accountant having, for the last part of the time, reduced it to what the percentage for the time amounted to, while the percentage on my purchases for the first two years of the war would have yielded eight or ten thousand dollars per annum.

Any other information within your reach which will favor a just issue to my claim, will be thankfully received by your friend and humble servant,

AMASA STETSON.

Hon. JOHN W. LANGDON,

Late U. S. Deputy Commissary of Purchases.

A. Stetson to John Langdon.

BOSTON, September 22, 1824.

DEAR SIR: Your letter of the 21st ultimo has been received, and would have been earlier answered but for my absence and indisposition.

The items of my claim allowed by Congress were, first, moneys advanced as interest on loans obtained for account of government; second, interest on a warrant which was issued in my favor for a balance found due to me on settlement, from the time issued until it was paid; and, thirdly, an inconsiderable sum in payment for services rendered, other than those which as purchasing commissary it was my duty to perform, together amounting to about half the sum claimed, and not more than a third of the amount which, in justice, I was entitled to.

That you may succeed in obtaining justice better than I have been *yet able to do*, is the wish of your friend and humble servant,

AMASA STETSON.

J. LANGDON, Esq.

P. S. Your Mr. Bartlett and Governor Bell, to whom I feel much indebted, will understand this business; in them you will find able advocates, so far as you satisfy them your claim is well founded.

S. Bell to J. Langdon.

CHESTER, *May* 29, 1826.

SIR: Soon after my arrival at Washington in December last, I called at the War Department on the subject of your claim upon the government, and found that no disposition existed to depart in the smallest degree from the principles before applied to your demand. Nothing, therefore, remains to be done but to apply to Congress by petition. I cannot speak confidently as to the result of such application, but think it may be advisable to make the attempt whenever you can find it convenient for you to be at Washington. Several claims of a character in some respects similar to yours were presented at the late session, but no decision was had upon them. These applications will be renewed at the next session, and the principles which will be adopted in relation to them will become the rule for deciding upon future applications.

I am, very respectfully, your obedient servant,

SAMUEL BELL.

Hon. JOHN LANGDON.

S. Bell to J. Langdon.

WASHINGTON, *December* 25, 1832.

DEAR SIR: I have had the papers mentioned in your letter with me at every previous session of Congress since I received them. I did not bring them with me at this session from a conviction that the great mass of business left unfinished at the last session, with the shortness of the present, and the very important subjects of a public nature which would be brought before us, must preclude all probability of acting definitely upon your claim.

By presenting the subject at an early stage of the next session, a decision may be had upon it.

Very respectfully, your obedient servant,

SAMUEL BELL.

S. Bell to J. Langdon.

CHESTER, *December* 26, 1836.

DEAR SIR: Agreeably to the request in your letter of the 20th inst., I enclose the papers relative to your claim on the government formerly committed to my care, and hope you may succeed in obtaining justice from a rich if not a grateful country.

With sentiments of respect and esteem, your obedient servant,

SAMUEL BELL.

Hon. JOHN LANGDON.

Third Auditor to Committee on Claims.

TREASURY DEPARTMENT,
Third Auditor's Office, January 17, 1854.

SIR: I have the honor to state, that on the 20th of January, 1853, the account and letters of John Langdon in reference to his claims growing out of the discharge of his duties as deputy commissary of purchases at Portsmouth, New Hampshire, during the last war with Great Britain, were transmitted to this office by the Hon. R. J. Bowie, chairman of the Committee on Claims, of the House of Representatives, with a request for a report upon the facts alleged by Mr. Langdon.

In the letter which accompanied these papers it is stated that "the committee would, at the same time, be pleased to receive any suggestion in regard to the extent of said claims, if based upon the following general principles, which seem to have governed in other similar cases:

"1st. Interest on money advanced by him for the use of the United States.

"2d. Commission on amount of money borrowed or advanced on his own security for the use of the United States at the rate allowed in analogous cases.

"3d. Compensation for services in quartermaster's or other branch of the public service not within the scope of his proper duty as commissary of purchases.

"4th. An allowance for superintending and issuing clothing or other supplies not embraced in his legitimate duty as purchasing commissary.

"5th. Loss on treasury notes paid to him on treasury warrants in lieu of specie or other par funds advanced by him for the use and benefit of the United States.

"6th. Commission at the usual rate upon supplies purchased by him, for which, if any, the bills were rendered to the War Department as unpaid for the want of funds in his hands, but subsequently paid at the department."

A report having been requested by Mr. Richard Burgess, in relation to this case, I have the honor to inquire whether the committee now desire information on the points indicated on the preceding page, and to state that such a report as is required will be prepared with as little delay as may be consistent with due attention to the other urgent business now before the office.

With great respect, your most obedient servant,

F. BURT, *Auditor.*

Hon. A. P. EDGERTON,

Chairman of the Committee on Claims, H. R.

Third Auditor's Report.

TREASURY DEPARTMENT,
Third Auditor's Office, April 4, 1854.

SIR: On the 21st of January, 1853, a letter was received by my predecessor in this office from the Hon. Richard J. Bowie, chairman of the Committee on Claims of the House of Representatives, dated on the preceding day, with numerous accompanying papers.

After mentioning that the account and letters of John Langdon, in reference to his claims growing out of the discharge of his duties as deputy commissary of purchases at Portsmouth, New Hampshire, during the last war with Great Britain, have been referred to the Committee of Claims, his letter proceeds to inform me that the same are transmitted to this office "for a report upon the facts alleged by Mr. Langdon;" and that "the committee would, at the same time, be pleased to receive any suggestion from me in regard to the extent of claims, if based upon the following general principles, which seem to have governed in other similar cases:

"1st. Interest on money advanced by him for the use of the United States.

"2d. Commission on amount of money borrowed, or advanced on his own security, for the use of the United States at the rate allowed in analogous cases.

"3d. Compensation for services in quartermaster's or other branch of public service not within the scope of his proper duty as commissary of purchases.

"4th. An allowance for superintending and issuing clothing or other supplies not embraced in his legitimate duty as purchasing commissary.

"5th. Loss on treasury notes paid to him on treasury warrants in lieu of specie or other par funds advanced by him for the use and benefit of the United States.

"6th. Commission at the usual rate upon supplies purchased by him, for which, if any, the bills were rendered to the War Department as unpaid for the want of funds in his hands, but subsequently paid at the War Department.

It is deemed proper, if not necessary, to premise on the subject, that before the establishment of the office of the Third Auditor, on the 3d March, 1817, all accounts of the War Department had to be examined and settled by the accountant and additional accountant of that department; and had, after the settlement thereof, to be filed for preservation in the office of the Register of the Treasury.

Subsequent to the establishment of the office of the Third Auditor, it became, by law, the depository of all accounts audited and settled in it; and the duty of auditing and settling all outstanding accounts of the War Department, originating prior to the 1st of July, 1815, devolved upon the Third Auditor. In the investigation after the 3d March, 1817, of claims and accounts so originating, it frequently became requisite to have recourse to the accounts and vouchers of disbursing officers on duty during the war with Great Britain, which had

been settled and filed away in the office of the Register of the Treasury, as aforesaid ; and, as occasion demanded, many of them were borrowed for use in the office of the Third Auditor, and remained in it at the time the Treasury building was burnt, and thus escaped destruction, although the settled accounts and vouchers, generally, of the War Department, were then consumed.

Amongst the number thus saved, accounts and vouchers of Mr. Langdon, relating to his transactions during the 3d and 4th quarters of 1812, and 1st quarter of 1813, which formed the basis of the first and second settlements with him, have been found ; but those rendered by him connected with *eleven* subsequent settlements are all missing, and were doubtless destroyed at the conflagration before alluded to.

Under circumstance like these, such information as the office might still possess pertinent to the call you have made upon it, could be discovered only by very extensive and tedious searches, both in its money and correspondence records and files, and in congressional documents; and the accountant by whom these searches were to have been prosecuted, and this report to have been prepared, had charge of a distinct branch of the duties of the office, demanding all his time, and unavoidably subjecting him to continual interruptions. Hence it was impracticable to have the report prepared before the adjournment of Congress on the 3d of March, 1853. Then came on a change of the administration, and of the head of this bureau, and a complete reorganization of the entire establishment, about and under which every one attached to it was laboriously engaged during the ensuing summer and fall. In December, 1853, the accountant having charge of this case died, after a long illness of more than two months, in which this office, and, I may add, the public service, sustained a severe loss; for he was an officer of remarkable ability, industry, and integrity, added to an experience of almost forty years. In fact, it was not until some time after his death that I was aware at all of Mr. Bowie's request for a report upon the claim ; and Mr. Gunton's duties having necessarily devolved upon an accountant of far less experience, taken from another division of the office, and subject to the same interruptions as his predecessor, has unavoidable caused the delay in complying with a similar request contained in your letter of the 19th January last.

The papers transmitted with your letter consist of an account of Mr. Langdon, with unauthenticated copies of vouchers as to sundry payments of interest ; a letter from him to the Hon. C. W. Peaslee, dated February 25, 1852 ; a copy of a letter from Mr. Langdon to Judge Talmadge, dated November, 1844 ; four letters from Callender Irvine, commissary general, to Mr. Langdon, respectively dated August 17, 1813, October 14, 1813, November 24, 1814, and 25th November, 1814 ; two letters from Amasa Stetson to Mr. Langdon, severally dated December 10, 1822, and September 22, 1824 ; three letters from the Hon. Samuel Bell to Mr. Langdon, dated, severally, May 29, 1826, December 25, 1832, and December 26, 1836 ; copies of sundry letters appearing to have been written by the accountants of the War Department on the 9th May, 1814, 8th September, 1814, 7th

November, 1815, 22d February, 1815, 8th March, 1815, 21st March, 1815, 11th April, 1815, 3d July, 1815, 28th July, 1815, and 23d August, 1815, to Mr. Langdon, as to settlements of his accounts; and a copy of a letter from the Treasurer of the United States, dated 21st February, 1815, to Mr. Langdon, as to an enclosed draft on the commissioner of loans, for \$125,000, receivable in Treasury notes.

In the account of Mr. Langdon, the United States are debited to him as follows :

1813.		
July 23.	To interest paid Jas. Rundlet, vouchers Nos. 1 and 2.....	\$437 83
	To interest paid H. & A. Ladd, vouchers Nos. 3 and 4.....	107 24
June 9.	To interest paid W. R. Gray, voucher No. 5.....	60 69
1816.		
Oct. 21.	To interest paid Jno. Darling, voucher No. 6	72 64
1814.		
Mar. 31.	To interest on \$83,704, from date to May 26, 56 days, being the balance of his account first quarter 1814, per voucher No. 11.....	770 57
	To interest on the balance, \$33,704, to June 30, 68 days.....	376 74
		<hr/>
		\$673 40
	To interest on \$76,025 80, per adjustment of his accounts 2d quarter 1814, for which a warrant was issued, and which remained unpaid to the 21st March, 1815, when the warrant was withdrawn and a new one issued, which was paid in Treasury notes, then at a discount of 15 per cent., and received by him at the above date, 264 days, per vouchers Nos. 1, 2, 3, and 5....	3,299 95
	To interest on \$53,514 74, balance of his accounts 3d quarter 1814, per adjustment, for which a warrant was issued as above; no remittance received until March 21, 1815, as above, 172 days, vouchers Nos. 4 and 5.....	1,513 07
	To interest on \$7,746 78, balance per adjustment of his accounts 4th quarter 1814, vouchers Nos. 2 and 7.	114 61
Mar. 31.	To interest on \$36,143, per adjustment of accounts 1st quarter 1815, to September 30, 6 months, vouchers Nos. 6 and 12.....	1,084 29

1814

June 30. To interest on \$10,877 87, per adjustment 2d quarter 1815 to October 25, 117 days, voucher No. 8... \$209 21

\$6,221 13

To 3 years' services as issuing commissary, observing that the duties of the quartermaster's department, so far as regards transportation, were performed by him two years previous to his appointment as assistant deputy quartermaster general without any compensation—adding that he claims the pay of issuing commissary, which has been allowed to Mr. Stetson, deputy commissary, of Boston, and Mr. Tracy, of Connecticut—he charges \$1,200 per annum, they pay of commissary of issues, 3 years.....

3,600 00

1816.

Jan. 1. To his compensation as deputy commissary of purchases, from March 31st, to date, (3 quarters of a year,) the commission upon his purchases, as prescribed by law, having exceeded \$2,000 per annum during his term of office, but during the last three quarters amounting to only \$304 83, the sum allowed him—the law allowing $2\frac{1}{2}$ per cent. on purchases not to exceed \$2,000 per annum, during the term of office..... 1,500 00

Deduct amount allowed..... 304 83

1,195 17

Credit:

August. Sum allowed as interest on James Rundlet's contract, included in the above statement.....

12,842 01

3,018 87

9,823 14

At foot of the account Mr. Langdon has stated that he also claims interest on interest paid by him as per vouchers from time of payment; upon interest on warrants issued by the Secretary of War, whilst suspended, for want of funds; also on the interest upon all other liquidated balances, from the time of settlement of his accounts, and upon additional compensation considered as due on the settlement of his accounts.

1st Class of Charges for Interest.

For much information having an important bearing on these generally, permit me to refer you to the report made by my predecessor on the 15th February, 1844, as to the claim preferred by the before named James Rundlet, and to the report of the Committee of Claims of the *Senate* in relation thereto, both of which are printed and may be seen in the volume containing Document No. 258, 1st Session, 28th Congress.

And it may be well here to invite attention to that part of the statement of Mr. Rundlet, commencing on the bottom line of page 6 of the document, wherein he has declared that "it was the *practice* of Mr. Langdon, the deputy commissary of purchases, to send to my store almost daily for whatever he wanted in the clothing line, and at the expiration of a few weeks or months, or *whenever he wanted to make a requisition for funds, to get my accounts in duplicate receipted, and send them on to the War Department, giving me his note or due-bill for the amount;*" and to observe, that if the accountant of the War Department had known of such a practice on the part of Mr. Langdon as is here disclosed, no settlements could, without a violation of the rules, have been made of his accounts, nor, consequently, could balances have been declared as *due to him*. The destruction of the chief of his accounts and vouchers render any ascertainment in this office of the whole extent of his dealings with Mr. Rundlet impracticable; but the papers on which the latter founded his charges for interest, as described in the aforesaid document, and wherein the *balances* only are specified, evince that such dealings must have been very large in amount; and they indicate, too, that *no interest* was payable unless allowed by the United States. The practice adverted to is, besides, not shown to have been limited to transactions with Mr. Rundlet; nor is it manifested that the purchases of him and others, on credit, by Mr. Langdon, were not made at prices, in the fixing of which the sellers took into consideration the risk of the delay in procuring payments for them.

Information with regard to purchases on credit, and to the want of funds, appears to have been communicated to Mr. Langdon in the before mentioned letters from the Commissary General; and Mr. Langdon is shown to have been early apprised by the accountant of the War Department that no charges for interest would be allowable.

The preceding remarks are intended to apply to the interest charges generally. Notice will now be taken of them in detail.

Charge of \$437 83, per vouchers 1 and 2.

Voucher No. 1 purports to be a copy of a promissory note given by Mr. Langdon on the 11th of December, 1812, to Mr. Rundlet, for \$11,653 91½, "the balance of his account for goods purchased for use of the United States," no time of payment mentioned therein; copies of receipts appear on the back, one for \$4,000, dated March 1st, and the other for the balance of \$7,653 91½ and for \$339 70 interest, dated 26th July, 1813. Voucher No. 2 purports to be a receipt of

the latter date, from Mr. Rundlet, for \$98 13, expressed to be "for interest on money loaned him (Mr. Langdon) for use of government."

Charge of \$107 24, per vouchers 3 and 4.

Voucher 3 appears to be a copy of an account of H. & A. Ladd, dated October 15, 1812, against Mr. Langdon, as deputy commissary, for 209 pieces of ravens duck, amounting to \$3,762, whereon is remarked, "payment within twenty days per agreement;" at the foot is a receipt thus: "Received payment December 31, 1812, by his acceptance, payable February 17, 1813." In this account interest is charged 20 days from October 15, 1812, to February 17, 1813, 105 days, amounting to \$6,584. Voucher 4 appears to be a copy of an order dated January 11, 1813, of H. & A. Ladd on Mr. Langdon as deputy commissary, in favor of Samuel Chauncy for \$2,306, for value received in *duck and sheeting* for the use of the United States. Upon this is endorsed payments of \$500, each on March 5 and April 7, 1813, and on the 21st of July of the same year a final payment of \$1,306 principal, and \$41 40 for interest, the draft being in part pay for duck sold October 15, 1812.

Charge of \$60 69, per voucher 5.

Which is a receipt in favor of Mr. Langdon as deputy commissary, dated June 9, 1814, for \$3,606 45, by William R Gray, expressed to be for balance of the note of the former, dated March 22, 1814, for Russia sheetings purchased on account of the United States, including \$60 69 for interest.

Charge of \$72 64, per voucher 6.

Which is a copy of a due-bill of Mr. Langdon to Joshua Darling, dated March 2, 1814, for \$508 65, for stockings and socks received of him on account of the United States, and payable to him or order ninety days thereafter, to which is the following "Note: Mr. L. offers to pay the above note, which offer *he says* he has repeatedly made in treasury notes, with interest after the time they came into his possession, say March 21, 1815.

JOSHUA DARLING.

"Received of John Langdon, jr., seventy-two dollars and fourteen cents, as interest due on this obligation, and which the said Darling is not to refund, even if the government refuses payment to said Langdon.

JOSHUA DARLING.

From the correspondence records of Accountant of the War Department preserved in this office, it appears that on settlement of Mr. Langdon's accounts for the *2d quarter of 1813*, he was informed that charges for interest paid were a *second time deducted*, so that at an early period he was aware that he had no authority to bind the United States for the payment of interest on his purchases or disbursements, and that such charges would not be passed to his credit on the settlement of his accounts.

From June 1812, when he commenced the performance of his duties

as deputy commissary of purchases until the final settlement of his accounts as such in 1817, as appears by an examination of his accounts made prior to their being burnt in 1833, the *only charges made by him for interest* were the following :

For interest on H. & A. Ladd's bill for sixty pieces of duck, for 105 days.....	\$23 00
For ditto on H. & A. Ladd's, for 209 pieces of duck, for 105 days.....	65 84
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	\$88 94

Instead of the \$107 24, now claimed, and no attempt appears to be made to account for the discrepancy ; nor is there any proof that the papers upon which the charges are founded are true copies from the original. Also, for interest due J. Rundlet on contract with him for cloth 3,018 87

The rule established by the Secretary of War in such cases, by repeated decisions, was, that "*no account* for interest would be allowed unless the expense was incurred by order of the War Department," and under it, as before remarked, all the above items were disallowed.

Subsequently, however, upon another application, the Secretary of War, on the 7th of May, 1817, allowed the item of \$3,018 87 due J. Rundlet, not as interest in the sense of the items due H. & A. Ladd, but because in two contracts entered into by Mr. Langdon with J. Rundlet on the 26th of February and 10th of March, 1814, for the purchase on account of the United States of a large quantity of blue cloth and kerseys, it is stipulated "*that if funds are not furnished within thirty days from the delivery of the cloth, there shall be as much added to the price of the cloth as shall amount to the interest for the time payment is delayed after thirty days from the delivery of the cloth ;*" and the Secretary's decision was, that "*Mr. Rundlet should be paid agreeably to the contract.*" Mr. Langdon was accordingly allowed this item in the settlement of his accounts on the 13th of May, 1817, and the money was remitted to him by the Treasurer of the United States.

Mr. Langdon's accounts were finally settled in November, 1817, and from none of the letters, papers, or accounts, now within reach of examination, does it appear that up to that time he had any other claim for interest on the United States. In the absence of any satisfactory explanation, his present charge of \$437 83 for interest paid J. Rundlet appears to me to be irreconcilable with the fact of his early presentation and constant prosecution of, until paid, of the item of \$3,018 87 for what he charged as interest paid to the same man, J. Rundlet, upon a similar transaction. Nothing further appears to have been heard of his claim for interest until the 12th of March, 1822, on which day he appears to have enclosed his present claim to the late Third Auditor, Peter Hagner, esq., for allowance and payment. On the 25th of the same month, the receipt of the claim was acknowledged, in which it was described as "*an account for interest*"

accruing on clothing supplied in the late war," and he was informed that "the decision of the former Secretary of War on claims for interest similar to his, that in no case was interest to be allowed, unless it had been incurred by his order and authorized by him, forbade the allowance of his claim, and the papers were therefore returned."

On the 28th of the same month Mr. Langdon appears again to have applied to the Hon. J. C. Calhoun, the Secretary of War, for the allowance of this same interest, and his written appeal at considerable length is remarkable for its point and vigor; but the Secretary, notwithstanding, on the 9th of April, 1822, addressed Mr. Langdon at Portsmouth, N. H., the following, refusing to allow it, to wit:

SIR: I have received your letter of the 28th ultimo on the subject of interest. I cannot authorize the allowance of any account for interest paid, unless the expenses were incurred by order of the Department.

J. C. C."

The claim was again presented to Mr. Calhoun on the 23d day of the same month by the Hon. Wm. Plummer, jr., of the House of Representatives, and again disallowed by the Secretary on the 30th, his decision being as follows:

"In this case the distinction between the authority of the War Department required, before an allowance can be made, and that supposed already to exist, by the fact that the accounts and vouchers of Mr. Langdon have been allowed, on which the interest is charged, consists in this: That authority is wanting in Mr. Langdon to purchase the identical articles on a credit, or without having the funds in his hands, and authorizing the allowance, consequently, of interest; as no such authority is produced, the claim cannot be allowed. J. C. C."

It would appear, then, that no more than \$88 94, the amount received by H. & A. Ladd, on account of their bill for the purchase of duck, was paid by Mr. Langdon for interest, before he became officially aware that it would not be allowed in the settlement of his accounts at the Treasury, and any equitable consideration favorable to an allowance to him of this amount, would not apply to the subsequent items presented for the first time years after the final settlement of his accounts.

2d Class of Charges for Interest.

These are for interest upon the balances reported to have been found due him by the accounting officers of the Treasury on settlement of his accounts for the 1st, 2d, 3d, and 4th quarters of 1814, and the 1st and 2d quarters of 1815, to periods when it is alleged the amounts were remitted him by the Treasury, and the vouchers are copies of official letters of the accountants, advising him of the settlements, and one of the Treasurer covering a remittance of 125,000 dollars. The interest thus claimed amounts altogether to \$6,221 13. It appears, however, that he has left out of view the instances where the balances were against him, as will be seen by the following statement made up from the records; the first accounts rendered by him being for the 3d and part of the 4th quarters of 1812.

Statement showing the dates of receipt and settlement of the accounts of John Langdon, jr., Deputy Commissary of Purchases, and the balances found due to him and the United States, respectively.

1812.

3d and part of 4th quarter.—Received, December 16, 1812, and returned for correction ; again received January 13, 1813, and settled January 27, 1813. Due him and transmitted \$6,510 75

Part of 4th quarter 1812, and 1st quarter 1813.—Received, June 22, 1813, and settled July 23, 1813. Due United States \$82,412 96

1813.

2d quarter.—Received August 16th, and settled Aug. 19, 1813.—Due United States 49,623 94

3d quarter.—Received October 31st, and settled Nov. 2d, 1813.—Due him..... 8,379 44

3th quarter.—Received January 27th, and settled Feb'y 15, 1814.—Due United States 23,280 31

1814.

1st quarter.—Received April 25th, and settled May 9, 1814.—Due him..... 83,704 16

This balance could not then be transmitted to him in consequence of a difference of opinion between the Secretaries of Treasury and War.

2d quarter.—Received August 1st and settled Sept. 8, 1814.—Due him, but not transmitted until 6th March, 1815, the original warrant first issued therefor having been cancelled..... 76,025 80

3d quarter.—Received November 4th and settled Nov. 7, 1814.—Due him, but not remitted until Feb. 12, 1815... 53,514 74

4th quarter.—Received February 14th and settled Feb'y 22, 1815.—Due United States 63,738 48

1815.

1st quarter.—Received about June 1st and settled July 3, 1815.—Due him..... 36,143 03

2d quarter.—Received July 25th and settled July 28, 1815.—Due him..... 10,877 87

Both the last balances remitted to him August 23, 1815.

3d quarter.—Received October 23d and settled Oct. 24, 1815.—Balance due him, which was remitted October 30, 1815..... 387 19

Accounts as deputy assistant quartermaster general.

From Aug. 1814, to Aug. 1816.—Received July 12th and settled July 25, 1816.—Due United States.....	3,175 75
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	\$275,542 98
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	222,231 44
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Accounts and vouchers for old claims.

Received Jan'y 27th and settled May 13, 1817.—Due him \$2,740 06, which was paid him on next day.

In this settlement he was allowed the \$3,018 87 heretofore mentioned on account of the cloth contract with James Rundlet.

He was also allowed \$797 81, being commission of $2\frac{1}{2}$ per cent. on disbursements of \$31,912 29, in full compensation for all disbursements.

By the foregoing it will be observed the remarkable promptitude with which Mr. Langdon's accounts, after their reception, were settled at the treasury. He was bound to have transmitted them within a reasonable time after the end of each quarter, and for any unnecessary delay the United States is surely not responsible to him in the shape of interest upon balances apparently in his favor. The rule, if admitted, should work both ways, and the interest be charged as well upon balances in favor as against the government. But such a rule has never applied in transactions between the government and its disbursing officers, rendering their accounts quarterly, and it is believed that not a single case of the kind can be pointed out—an actual balance can never be found in favor of such an officer, except where his personal compensation is charged in his accounts, and then only to that amount, or where he advances his private means and uses them for the use of the government. In this case Mr. Langdon's compensation never exceeded five hundred dollars per quarter, and there is no proof whatever of any such use of his private means, nor among any of the books and papers is there any indication to be found that he entertained such a claim for interest as the present, until the year 1822. As a general rule, the United States never pay interest except by special contract, or in cases where it is provided for by special legislation, and its disbursing officers are not allowed nor required to go beyond the funds advanced to them by the proper department. But the true cause of the balances in Mr. Langdon's favor is explained by himself, and by one of his witnesses, Mr. James Rundlet.

Mr. Rundlet says elsewhere, "that it was the *practice* of Mr. Langdon to send to my store almost daily for whatever he wanted in the clothing line, and at the expiration of a *few weeks or months*, or *when-ever he wanted to make a requisition for funds*, to get my accounts in duplicate receipted, and send them on to the War Department, giving me his note or due-billⁿ for the amount." And the explanation is made clear, and the practice proven by the following due-bill of Mr. Langdon, agreeing in every particular with those described by Mr. Rundlet:

“\$45,159 22.

“DEPUTY COMMISSARY’S OFFICE,
“Portsmouth, March 31, 1814.

“Due James Rundlet, esq., forty-five thousand one hundred and fifty-nine dollars and twenty-two cents, being the balance of an *account settled* with him this day, for goods purchased of him on *account* of the *United States*, for which I have received his *duplicate receipts*, and which is payable to him or his order at this office when *funds* are *furnished therefor by the United States*.

“JOHN LANGDON, Jr.,
“Deputy Commissary.”

It will be observed that the heaviest balance in Mr. Langdon’s favor was declared on settlement of his accounts for the 1st quarter of 1814, on the 9th of May of that year, in which more than half consisted of receipted accounts, of the above amount, not one dollar of which had been paid by him, when through ignorance they were passed to his credit by the accountant; nor was he bound nor did he pay them, until *afterwards, when funds for that purpose were furnished* by the United States.

On the 9th and 28th of May, 1814, \$100,000, in two warrants of \$50,000 each, were furnished him, out of which, there is very little doubt, the following payments, endorsed on the foregoing due-bill, were made :

“May 26, 1814. Received twenty-five thousand dollars, in part of the within.

“June 11, 1814. Received twenty thousand one hundred and fifty-nine dollars and twenty-two cents, in full for the principal of the within, leaving the *claim for interest* on the government to be adjusted hereafter.

“20,159 22.

“JAMES RUNDLET.”

So that if there was any claim for interest arising out of this transaction, it was not in Mr. Langdon, but in James Rundlet, and *did in fact form a part* of the claim of the latter for interest, which was effectually put at rest by the report thereon of the Hon. Mr. Wright, before referred to.

By an examination of that report, the other balances found due Mr. Langdon are accounted for, and the interest, if any, claimed by Mr. Rundlet, in like manner. On the 30th of June, 1814, by another due-bill, Mr. Langdon admitted there was due James Rundlet \$26,325 40, for goods delivered at the military store, payable to him or order, on *receipt of funds from the government*. It appears that this sum was paid on the 21st March, 1815, and that the due-bill was left with Mr. Rundlet as evidence of *his claim* on the government for *interest*. On the 30th September, 1814, and on the 31st March, 1815, there was a like admission to be due Mr. Rundlet, of \$40,977 95, (paid March 21, 1815,) and \$18,338 06½, (paid 30th September, 1815,) payable upon the same terms and conditions, to wit: when funds should be received from government, the due-bills being also left with Mr. Rundlet, as evidence of his claim for interest; and finally, on the 1st of July, 1815, there appears to have been another similar due bill for

\$12,450 87, paid 30th September, 1815, more than two months after the settlement of Mr. Langdon's accounts for the 2d quarter of 1815, when a balance was declared to be in his favor of \$10,877 87, upon which Mr. Rundlet also founded another item of *his claim* for interest. From all this it appears to me perfectly clear that the balances found due Mr. Langdon did not arise from advances of his own private funds for the use of government, even if he had the authority to do so, but upon accounts for supplies receipted in his favor in advance of actual payment, under express stipulations that such payments should not be demanded until funds for that purpose were furnished by the government, and that interest, if any, should *enure* to the *parties furnishing the supplies*.

Charges for services as issuing commissary for three years, at \$1,200 per annum.....	\$3,600 00
And for compensation as deputy commissary of purchases from 31st March, 1815, to 1st January, 1816, at \$2,000 per annum, less \$304 83, already received	1,195 17

The first item is claimed upon the ground of a similar allowance having been granted by Congress to Amasa Stetson, at Boston, and Mr. Tracy, of Connecticut. The second is founded upon the alleged fact that his commission of $2\frac{1}{2}$ per cent. upon his disbursements during his entire service would have averaged \$2,000 per annum, whilst the sum (\$304 83) actually paid him, was the amount of said commission on disbursements within the period therein indicated.

John Langdon, jr., was appointed a deputy commissary of purchases at Portsmouth, New Hampshire, on the 4th of June, 1812, under the 4th section of the act of the 28th of March of the same year, and was disbanded on the 30th of June, 1815. His duties are described in the 5th section, to be under the direction of the commissary general of purchases, or in cases of necessity, the commanding general, quartermaster general, or deputy quartermaster, to purchase all the arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States. By the 7th section it is declared that the compensation of the deputy commissary shall not exceed two and one half per centum on the public moneys disbursed by him, nor in any instance the sum of two thousand dollars per annum; and by the 2d section of the same act, the compensation of an *assistant deputy quartermaster* is fixed at forty dollars per month, three rations per day, and forage for one horse, equal in money to about \$795 per annum, exclusive of quarters. The duties of the deputy commissaries of purchases were modified and more clearly defined by the 5th section of the act of 3d of March, 1813, which directs that the Secretary of War prescribe the species as well as the amount of supplies to be purchased respectively by the commissary and quartermaster general's departments, and the respective duties and powers of said departments respecting such purchases.

Mr. Langdon appears to have entered upon the discharge of his duties soon after his appointment, as the first remittance to him was a warrant for \$5,000, on the 10th of July, 1812. His disbursements were mainly on account of clothing, but they also included the quartermaster department, camp equipage, and contingencies, for which,

as has been heretofore shown, he rendered his accounts regularly, up to and including the second quarter of 1815. After this period, it would seem, his subsequent disbursements were on account of bills previously contracted, for the payment of which funds had not been provided at the time. During all this time he charged his commission upon all his disbursements as was paid as follows :

From June 11 to December 31, 1812, at \$2,000 per annum, his commissions equalling or exceeding that sum..	\$1,109 89
From January 1 to March 31, 1813, at same rate.....	500 00
From April 1 to June 30, 1813, at same rate.....	500 00
From July 1 to September 30, at same rate.....	500 00
From October 1 to December 31, at same rate.....	500 00
From January 1, 1814, to March 31, 1815,.....	2,500 00
From March 31 to June 30, 1815, commissions on his disbursements which did not amount to \$2,000 per annum..	276 60
Within the same period he received an allowance for clerk hire and stationery, amounting to.....	619 53

Afterwards, on the final settlement of his accounts in November, 1817, upon special decision of the Secretary of War, he received the following additional allowances as compensation for his disbursements in the quartermaster department, to wit :

2½ per cent. commission on disbursement of \$1,775 06, prior to the 31st of March, 1815...	\$44 37	
And 5 per cent. commission on disbursement of \$30,543 64, subsequent to 31st of March, 1815.	1,527 18	1,571 55
Total received.....		8,077 57

To show what Mr. Langdon considered himself entitled to, as additional compensation, in November, 1817, when his accounts were settled, and the two last items allowed him, the following is a copy of his claim as then presented by him :

“ UNITED STATES to JOHN LANGDON, Jr.,

DR.

“ 1816.

“ June 19. To my services as <i>asst. d. q. m. genl.</i> , from Dec. 19, 1813, to this date, is 30 months, at \$40 per month.....	\$1,200 00
“ To 2,736 rations, at 20 cents.....	\$547 20
“ To 32½ cords of wood, being the allowance to a d. q. m. genl., at \$6 per cord.....	195 00
“ To quarters for two and a half years, at \$70 per year.....	175 00
	<u>917 20</u>
	<u>2,117 20</u>

“SUPRA, CR.

“Py this sum allowed me as compensation at $2\frac{1}{2}$ per ct. upon the amount of my accounts. \$797 11

“Balance claimed by Jno. Langdon, jr 1,320 09

2,117 20

“E. E.

JOHN LANGDON, JR.

“PORTSMOUTH, *November*, 1817.”

As before mentioned, Mr. Langdon was paid upon this claim \$1,571 55 in the shape of increased commission on his disbursements, leaving only \$545 65 that was not allowed of all that he at that time demanded as his due.

In transmitting this account to the Secretary of War, in a letter dated October 14, 1817, he says: “As officers of the Quartermaster’s department were allowed their pay and emoluments until a final settlement of their accounts, I consider myself entitled at least to the pay of an assistant deputy quartermaster general from December, 1813, to the receipt of funds in May, 1816, which enabled *me to discharge the bulk of the accounts*, which I will call two years and a half, allowing a reasonable time to make up the accounts; strictly, I should be entitled to pay to a final settlement. I have enclosed an account with this letter for two years and a half pay, which I flatter myself, after this information, you will direct to be paid.

“In making this application, I would not be considered as soliciting an indulgence, but merely what my services entitle me to. In such a case I feel assured that I shall not appeal in vain to the justice of government.

“I have the honor to be, with the most perfect respect, your obedient servant,

“JOHN LANGDON, JR.”

“GEO. GRAHAM, Esq., *Acting Secretary of War.*”

Mr. Langdon’s second charge for compensation as deputy commissary of purchases, from 31st of March, 1815, to 1st of January, 1816, is not stated in accordance with the facts disclosed in this investigation. His commission as such ceased on the 30th of June, 1815, and he was paid what his commission of $2\frac{1}{2}$ per cent. on his disbursements amounted to within that year, as provided for in the law of his appointment.

I think, however, it is nothing but sheer justice to Mr. Langdon to say, that from all the evidence in this office it appears that he was an officer of uncommon ability and zeal for the public service during the whole period of his connexion with it. His accounts were well made out, rendered regularly, and were subject to few suspensions or disallowance for any cause, and these when made known were promptly corrected.

He faithfully accounted for all moneys and property in his hands belonging to the government without delay or difficulty, and without the loss of a dollar.

Letters are found on file of the years 1816 and 1817 from General John Chandler and Lieutenant Colonel (now the venerable general) J. B. Walbach, speaking in the highest terms of Mr. Langdon as an officer, and declaring that but for his strenuous exertions in the discharge of the duties of his office at one time, the militia could not have been kept at their respective stations.

By the act of May 5, 1824, Mr. Amasa Stetson, deputy commissary of purchases at Boston, Massachusetts, was allowed and paid, in addition to what he had previously received, as follows :

For interest actually paid by him on purchases for the United States.....	\$2,081 49
For services as issuing commissary for three years and one and a third months.....	3,613 67
And an item, the purport of which cannot be found with the papers, amounting to.....	514 84
Total.....	<u>\$6,215 10</u>

That part of his claim for "*depreciation in treasury notes,*" and for "*additional compensation for services as deputy commissary,*" was disallowed.

Final charge, but amounts not stated.

1st. Of interest on *interest* paid by him as per vouchers.

2d. Of interest on warrants issued by the Secretary of War, whilst suspended for want of funds.

3d. Of interest on the interest upon all the other liquidated balances from the time of settlement of his accounts, &c.

4th. Of interest upon additional compensation considered as due on the settlement of his accounts.

The second item is considered to be merged and included in the third, and the interest claimed upon the other three, carrying the calculation up to the first of January, 1854, if allowed, would amount as follows :

Upon the first item of \$678,40, the sum of.....	\$1,629 36
Upon the third item of \$,621,13, the sum of.....	17,156 90
Upon the fourth item of \$4,795,17 the sum of.....	11,640 98
	<u>29,827 24</u>
Deduct interest on \$3,018,87, credited as received for interest on James Rundlet's contract included in the above from May 14, 1817, when paid, to January 1st, 1854...	6,635 37
	<u>23,191 87</u>
To which add principal of claim.....	9,823 14
Whole amount claimed.....	<u>\$33,115 01</u>

With respect to this part of the interest claim, I have simply to repeat the remark in a former part of this report upon the same subject,

that the rule of the government is never to pay interest, except by express contract, or legislation in special cases, being always ready to pay any demand which it recognizes to be due. Far less tenable is the claim for compound interest, upon balances accruing like those in Mr. Langdon's favor, accumulating through a long lapse of years, without any notice on his part of the existence of such a demand.

I think I have answered you upon all the points indicated in Mr. Bowie's letter, as far as I have had the means of doing so, except the fifth, which is as to "loss on treasury notes paid to him on treasury warrants in lieu of specie or other par funds advanced by him for the use and benefit of the United States."

Although mentioned in Mr. Langdon's account against the United States, I do not understand him as making any distinct or separate claim for any such loss. The rule of reimbursement for such losses is where the notes were received under assurances of indemnity from the head of the department, and clear proof of the actual amount of loss. As neither of these conditions have been attempted to be answered by Mr. Langdon, it is fairly to be presumed that any claim he may have entertained on account of losses on treasury notes, has been abandoned.

As requested, the papers received are herewith returned.

I am, with great respect, your obedient servant,

F. BURT, *Third Auditor.*

Hon. A. P. EDGERTON,

Chairman of the Committee on Claims, House of Reps.

J. Langdon to C. W. Peaslee.

BUFFALO, *February 25, 1852.*

DEAR SIR: Mr. Jewett, of the Commercial, informed me that he had a conversation with you on the subject of an old claim which I have against the government, accruing during the war of 1812. I feel greatly obliged to you for this, as well as for other manifestations of the interest you feel in my welfare. Mr. Jewett also was kind enough to proffer the service of himself and friends so far as they could be in any way available, for which favors I should have made earlier acknowledgments, and prepared to avail himself of your kindness, but for a lingering illness, which has confined me to my house from the early part of winter to the present time; and I am now only in a state of convalescence, and obliged to address you through an amanuensis, my daughter, Mrs. Northrop.

After satisfying myself that nothing was to be obtained through the War Department, these claims were put into the hands of Governor Bell; he considered the claim perfectly just and equitable, but as Mr. Amasa Stetson, who held a similar office, that of deputy commissary general of purchases at Boston, and who had a similar claim upon a larger scale, had petitioned Congress, and was in attendance for several sessions, Governor Bell considered it best to wait the result of his efforts. Mr. Stetson at length succeeded, as he informed me, in ob-

taining a most meagre and unsatisfactory allowance. In the meantime, a bill was introduced to appoint a board of commissioners to adjust and settle all outstanding claims upon the United States, without reference to Congress, which subject has been lingering ever since. Governor Bell considered it important that I should be in Washington to insure success; but I was a considerable part of that time absent from the United States, which of course rendered it impossible for me to be at Washington during the remainder of Governor Bell's term in the Senate. Subsequently the late Judge Talmadge undertook the claims, and after having made a scrutinizing investigation, he assured me that there was no difficulty in the way of their recovery, and had he survived, I think he would have succeeded in obtaining them. Again they were brought forward under the patronage of Mr. Spaulding, member of Congress. I understand from him that he petitioned Congress, and that the subject was referred to the Committee on Claims. The paper he says may be found on the files of that committee. Our old friend, the late Governor Hill, who voluntarily tendered his services, was fully acquainted with the claims and had no doubt but they could be recovered, but he considered that I should also put in a claim for losses on treasury notes, in which cash payments to the amount of several hundred thousand dollars were paid when the lowest rate of discount was fifteen per cent. The following duplicate vouchers accompanied the accounts: voucher No. 1 to 12, May 26, 1826; December 26, 1826; December 26, 1836. Two from Amasa Stetson, Callender Irvine, commissary general of purchases, November 25, 1814; October 13, 1813; November 24, 1814; August 17, 1813. Statements prepared for Judge Talmadge, to which I request your particular reference, as explanatory of the nature of the claim. I am not able to review and compare the accounts with documents on hand, but I presume they are correct. I hope shortly to be able to write you more particularly on this subject, and in the meantime must request you to adopt such measures as your judgment may suggest. I shall be greatly obliged if you can spare an hour in the midst of the pressure of public business to inform me if the papers are found on the file of the office of the Committee on Claims, of which I understand you think is the prospect of final success.

Please present the love of uncle, aunt, and cousins to Mrs. Peaslee, and receive for yourself our most sincere and affectionate regards.

Respectfully yours,

JOHN LANGDON.

Hon. C. W. PEASLEE.

P. S.—Please say to Mrs. Peaslee that “cousin Elizabeth” wishes particularly to be remembered, and hopes that some of the agreeable chances and changes of life may bring us together again, and give me the pleasure of an acquaintance with my new cousin.

IN THE COURT OF CLAIMS.

THOMAS B. KING *vs.* THE UNITED STATES.*Brief for petitioner.*

The claim for pilotage is to be found in the several schedules annexed to the petition, and marked schedules A, B, C, D.

Schedule A shows the amount due for piloting vessels in and out belonging to the government of the United States from June 1, 1847, to August, 1847, to be \$396.

This amount is established by the certificates of Major Eastland, (quartermaster,) and payment was refused on the ground that he had given notice that no piloting would be paid unless the service was rendered on written authority from the quartermaster, and this had never been given.

Schedule B shows the account due for pilotage where the service was refused by government vessels spoken by said King, certificates of service having been refused by order of said Eastland, between June 1, 1847, and October 31, 1848, to be \$5,638 50, being half pilotage, as provided by the act of Texas.

Schedule C shows the amount of pilotage on vessels piloted and towed in and out by United States steamers, on the order of said Eastland, between June 1, 1837, and October 31, 1848, to be \$5,415.

Schedule D shows the amount of pilotage on government vessels which were piloted in and out by petitioner between November 1, 1848, and December 1, 1850, to be \$2,014 50.

The last account is certified to by quartermaster Chapman, (p. 36.) The depositions were taken in this case by an agreement with the Solicitor, which will be found at p. 86. The above schedules were submitted to the witnesses, and are proved by them.

John Graham testifies that he was in the employ of the quartermaster the whole time the account accrued, and that he knows it "to be true and correct." (p. 66)

Joel L. Fukins testifies that he knows it to be correct; that he resided since 1846 at Point Isabel and Brazos Santiago, and that from 1846 to 1854 King was the branch pilot. (p. 67.)

S. E. Langdon testifies that he was a justice of the peace for precinct No. 1 in Nueces county, which precinct is now in Cameron, having been separated from it; that he believes the claim to be a just one; and that the services set forth were faithfully performed. (p. 68.)

E. M. Anderson testifies that he knows that the petitioner "piloted all the government vessels in and out of the harbor from the winter of 1848-'9 up to 1852; that he was then in command of a government steamer, and knew that King had good and efficient boats and men, and believes that he is entitled to remuneration for services rendered that have never been paid for." (p. 69.)

Henry Parker testifies, that between 1846 and 1853, he was towed in and out "perhaps not less than twenty times by the government tow-boats Anson and Monmouth without a pilot." That when he wished to go out, Eastland, the quartermaster, gave him a written

permit, "for which on each occasion I was required to pay him the sum of \$20." The form as follows: "Tow schooner + Star to sea." He further testifies that he knows that "a great number of vessels" were towed into the harbor by the government steamers. (p. 70.)

William L. Sawyer testifies that between the spring of 1847 and the fall of 1849, when Eastland was acting as quartermaster, he constantly employed government steamboats in towing vessels in and out, for which he demanded compensation; that the witness, whenever towed in or out, himself paid \$20, except on one occasion; that when he commanded the Franklin he was charged \$80 for towing her in. In answer to the 6th interrogatory, the witness then describes the various vessels he had commanded—five in number—which entered the harbor; and in answer to the 7th interrogatory, he describes the number of times that each crossed the bar, on all of which occasions the said vessels were towed by the government steamer by order of Eastland. In answer to the 8th interrogatory, he gives the names of 45 vessels recollected by him that were trading at Brazos during that period. And further, that he knows that most of these vessels were private, and most, if not all, were towed in by government steamers. (p. 73.)

Daniel Phillips testifies that he knew King was acting as pilot from December, 1846, to September, 1847, and that during that time a large number of vessels were towed in and out by government steamers without a regular pilot on board. Witness describes the case of the Merchant, and the suit by King against her for pilotage; that an officer had been placed on board by the magistrate to detain her until the suit was adjudicated, and that Eastland went with an armed force and took her out of the custody of the officer, &c. (p. 74.)

George W. Parker testifies that King piloted the government schooner Sarah twice while under his command; that he did not pay for it; that Eastland told him no pilotage was to be paid; that he did not know of any other regular pilot than King. (p. 77.)

Ambrose Crane testifies that he was acting as military storekeeper when King was pilot, that is, from 1847 to 1852; that he knew a large number of vessels were towed in and out, during that time, by government steamers having no regularly commissioned pilot on board; that King was well provided with pilot boats, and was prompt and energetic in the discharge of his duties. He further says, in answer to the interrogatory referring to Exhibit D: "I know that King piloted government vessels into and out of said harbor during the period mentioned." (p. 78.)

William H. Talbot testifies that the schooner St. Paul, in 1847, and the schooner Lincoln, in 1848, were towed in by government steamers; that he paid Eastland \$20 each way for each of them, and that on one occasion he paid Eastland \$120 for towing the Lincoln in and out. (p. 80.)

Robert J. Roberts testifies, that he knew King, as pilot, from 1846; that he was always diligent and attentive; that he was well provided with boats; and that he and his assistants were constantly in the habit of speaking vessels outside and offering their services. When-

ever vessels appeared off the bar, King's boats were always outside ready to pilot them. (p. 81.)

John S. Rhea testifies, that he was collector of the port from May, 1849, to May, 1853, and that, to the best of his recollection, King piloted all the government vessels during this period up to the time the said vessels were sold. (p. 82.)

These depositions fully establish the account as set forth in the schedules A, B, C, D. The commission to King, from the governor of Texas, bears date 23d November, 1846. (p. 85.)

The payment of the sums demanded in schedule A, B, C is resisted on the ground that the department did not recognize the right of any pilot commissioned by the governor of Texas. That during the war the government had steamers, the masters of which acted as pilots. That this portion of Texas was held as a conquered country by the United States forces under military law, and that Texas had no legal right to exercise any civil jurisdiction over it, or to the commission pilots. (Major Thomas, 88, 90.)

To the same effect General Jesup :

"The government of Texas had no doubt authority to grant the commission to Mr. King of branch pilot at Brazos Santiago, but that commission, from the circumstances attending the admission of Texas into the Union, remained in abeyance in the conquered territory during the continuance of the war. The territory over which she could exercise authority extended only so far on the side of Mexico as she had conquered and had been able to hold when she was admitted into the Union. Her jurisdiction did not extend with the conquest of the territory, for she had given authority to the United States to settle her boundary to the west. Until the ratification of the treaty of peace, the right to the whole territory was not complete in Texas, and until that time King's commission was in abeyance." (p. 91.)

Whatever was the true boundary of the original *province* of Texas, while it was held as part of Louisiana, or subsequently as one of the States of Mexico, on which much has been written and spoken by diplomats and politicians, it is certain that when Texas declared her independence, and arrayed herself in arms to make good the declaration, she claimed the Rio Grande to be her boundary.

After the first great battle between Mexico and Texas, fought at Bexar, it was provided in the capitulation made by General Cos to General Burleson, among other things, that the convicts brought into the country by Mexican officers should be taken by Cos "*beyond the Rio Grande.*" Again, General Burleson agrees to furnish Cos with provisions "*necessary for his troops to the Rio Grande.*"

In the compact made after the battle of San Jacinto, between the the dictator Santa Anna and five of his generals, and the President of the republic, David G. Burnet, 14th May, 1836, the 5th article expressly establishes the Rio Grande as a boundary.

On the 19th December, 1836, the Congress of Texas passed an act entitled "An act to define the boundaries of Texas," in which they clearly mark out the line of the Rio Grande.

It is thus positively shown that prior to the annexation of Texas

her claim was to the Rio Grande, and her jurisdiction extended with as much right over that portion of the country between the Nueces and the Rio Grande as over any other portion of her territory. Whether she would make good that right of jurisdiction over any portion of the territory, was a question to be decided by the "*ultima ratio regum.*"

The war waged between Mexico and Texas was not on the dispute of the boundary, but was for independence on the one side, and subjugation of a rebellious province on the other.

The assertion of claim to this boundary is to be found in various other acts of the Congress of Texas, providing for representation, establishing collection districts, &c., &c.

Texas having demonstrated through a series of years that she was able to make good her revolt from Mexico by force of arms, and maintain herself as an independent State, on the first March, 1845, the Congress of the United States passed a joint resolution for her admission as a State into the Union. The first section provided for her admission with the territory properly included in and rightfully belonging to the republic; and the second section provides that the government of the United States shall have the power to adjust "all questions of boundary that may arise *with other governments.*"

The United States having thus made itself a party to the war between Mexico and Texas, it was eminently proper that this condition should be obtained, not for the purpose of acquiring any territorial interest for the government itself, but that it might be possessed of full authority in the exercise of its treaty-making power.

Under this resolution, the people of the independent republic of Texas assembled in convention, and formed a State constitution, in which the territory of the State is described as heretofore established by her, and on the 29th December, 1845, Texas was admitted as a State "on an equal footing with the original States in all respects whatever."

On the 2d February, 1848, a treaty of peace was ratified between the United States and Mexico, by the 5th article of which the Rio Grande is acknowledged as one of the boundaries between the two countries.

Thus the claim which was maintained by Texas, as to her boundary during the period of her independence, was made good and firm by the transactions subsequent. The United States thus acquired no territory for itself within the limits of Texas, but only vindicated her right thereto by the common force of the Union, and as the common protector of the States which compose it.

Under these circumstances, the occupation of any portion of the territory between the Nueces and the Rio Grande by the military forces of the United States, for military purposes, no more placed in abeyance the political jurisdiction of the State of Texas over such portion than would a similar occupation, for similar purposes, of the city of Boston deprive the State of Massachusetts of the authority now exercised over it. These transactions which occurred at Brazos are, therefore, to be judged of by precisely the same rules as if they had occurred under similar circumstances at Boston.

We come next to consider whether a State has authority to regulate the question of pilotage.

By the act of Congress of 7th August, 1849, (1 Stat., 54,) it is provided, "that all pilots in bays, harbors, &c., &c., &c., shall continue to be regulated in conformity with existing laws of the States respectively, or with such laws as the States may respectively *hereafter* enact for the purpose, until further legislative provision shall be made by Congress.

This act is an early recognition by Congress that the States were not deprived of this right, either by the power granted to "regulate commerce," or by any other grant of authority. For if the States had been divested of this power, Congress could not confer it by act.

In the case of *Cooley vs. The Port Wardens of Philadelphia*, the Supreme Court of the United States say: "It is the opinion of a majority of the court that the mere grant to Congress of the power to regulate commerce did not deprive the States of the power to regulate pilots, and that, although Congress has legislated on the subject, its legislation manifests the intention, with a single exception, not to regulate this subject, but to leave its regulation to the several States." (12 How., 320.)

Having thus ascertained the legislative power of the State, we now advert to the act of Texas, approved 17th April, 1846, (p. 60.)

The 9th section regulates the rate of pilotage, and provides that, "whenever a vessel shall decline the service of a pilot outside of the bar, and shall enter the port without one, she shall be liable to the first pilot whose services she so declined for the payment of half pilotage;" and so in the case of going out, &c., &c. The statute then enumerates the class of vessels which are made an exception to the provisions of this section.

The 11th section provides a penalty of \$50 for any other person not appointed as a pilot to discharge these duties.

As this statute does not exempt vessels in the employ of the government of the United States, they are as much subject to its provisions as vessels in the employ of individuals. Government vessels can no more claim exemption from such a regulation than they could from the operation of a State quarantine law, or any other regulation for enforcing the police powers of the State.

Accordingly we find a regulation of the Navy Department, 3d April, 1847, rescinding that of 3d July, 1842, and directing that "ships-of-war will hereafter receive pilots, and pay them according to the laws of the States respectively in which they are employed."

The facts of the case show that not only was the claimant deprived of emoluments which he was entitled to receive, but that in very many instances these emoluments were paid to the government.

In reference to the separate objection made to the schedule D, that the services therein charged for were rendered during a period when claimant was in the employ of the United States, it is sufficient to say that the claimant was an officer of the State of Texas, under bonds to perform the duties of his office. He was the only commissioned pilot for that port. He kept up the boats properly manned necessary for that purpose, and there is nothing shown in the terms of the contract

to authorize the conclusion that he intended to abandon those duties, or give to the government the fees he might earn for that period.

P. PHILLIPS,
Solicitor for Petitioner.

WASHINGTON, *February 1, 1859.*

IN THE COURT OF CLAIMS.

NORTHROP, Administrator of LANGDON, *vs.* THE UNITED STATES.

SOLICITOR'S BRIEF.

Claim for interest on moneys due him for advances made by him as deputy commissary, for balance of salary as deputy commissary, balance of charges as deputy quartermaster general, and for services issuing commissary.

FACTS AS UNDERSTOOD BY THE SOLICITOR.

First. John Langdon, jr., was appointed a deputy commissary in the army of the United States on the 5th of June, 1812, by W. Eustis, Secretary of War. (Record, p. 12.)

Second. The duties of deputy commissaries were defined by statute as follows: (2 U. S. L. 697, § 5.)

“That it shall be the duty of the commissary general of purchases, under the direction and supervision of the Secretary of War, to conduct the procuring and providing all the arms, military stores, clothing, and generally all articles of supply requisite for the military service of the United States; and it shall be the duty of the *deputy commissaries*, when directed thereto, either by the Secretary of War or the commissary general of purchases, or, in cases of necessity, by the commanding general, quartermaster general, or deputy quartermasters, to purchase all such of the aforesaid articles as may be requisite for the military service of the United States.”

Third. The compensation of the deputy commissaries was fixed by statute (2 U. S. L., 697, § 7) as follows:

“The salary of the commissary general of purchases shall be three thousand dollars per annum; and the compensation to a deputy commissary shall not exceed two and a half per centum on the public moneys disbursed by him, nor, in any instance, the sum of two thousand dollars per annum.”

Fourth. That the plaintiff claims in his petition allowances under five different heads.

1. Interest on balances due him.
2. For interest paid by him.
3. A balance of commissions due him as deputy commissary of purchases.
4. For services as deputy quartermaster.
5. For services as issuing commissary.

Fifth. There is no sufficient evidence that said Langdon ever paid any interest, and none that he was authorized to contract to pay it, or that he was promised repayment if he did so.

Sixth. There is no sufficient evidence that there is any balance of commissions as deputy commissary due and unpaid to him.

Seventh. There is no evidence that he was appointed or acted as deputy quartermaster.

Eighth. There is no evidence that he was appointed or acted as issuing commissary.

Ninth. Mr. Langdon's services as deputy commissary ended on the 30th of June, 1815. (Record, p. 65.)

Mr. Burt, the Third Auditor, says:

"Mr. Langdon's second charge for compensation as deputy commissary of purchases from the 31st March, 1815, to 1st January, 1816, is not stated in accordance with the facts disclosed in this investigation. His commission as such closed on the 30th of June, 1815, and he was paid what his commission of two and a half per cent. on his disbursements amounted to within that year, as provided in the law of his appointment." (Record, p. 65.)

Tenth. Mr. Langdon, on the final settlement of his accounts, received all that was due him. (Record, p. 64.)

The Auditor says:

"Accounts and vouchers for old claims.

"Received January 27, and settled May 13, 1817. Due him \$2,740 06, which was paid him on the next day. In this settlement he was allowed the \$3,018 87 heretofore mentioned on account of the cloth contract with James Rundlet.

"He was also allowed \$797 81, being commission of two and a half per cent. on disbursements of \$31,912 29, in full compensation for all disbursements." (Record, p. 60.)

Eleventh. That the whole balance claimed by Mr. Langdon, as assistant quartermaster general, at the time of the rendition of his final account, was \$1,320 09, which was not rendered until a long time after he left the service. (Record, p. 64.)

Twelfth. This last mentioned sum appears to have been all paid, and all others he then claimed, except \$545 65.

The Auditor says: "As before mentioned, Mr. Langdon was paid upon this claim \$1,571 55, in the shape of increased commission on his disbursements, leaving only \$545 55 that was not allowed of all that he demanded at that time as his due." (Record, p. 65.)

Thirteenth. The manner in which Mr. Langdon obtained receipts, and which account for his having seeming balances in his favor:

"It was the *practice* of Mr. Langdon, the deputy commissary of purchases, to send to my (Rundlet's) store almost daily for whatever he wanted in the clothing line, and at the expiration of a few weeks or months, or *whenever he wanted to make a requisition for funds, to get my accounts in duplicate, receipted, and send them on to the War Department, giving me his note or due bill for the amount.*" (Auditor's statement, Record, pp. 54, 55.)

Fourteenth. Mr. Langdon was early informed that interest could not be allowed.

The Third Auditor says: "Mr. Langdon is shown to have been

early apprised by the accountant of the War Department that no charges for interest would be allowable." (Record, p. 55.)

He says again: "From the correspondence (and) records of the accountant of the War Department preserved in this office, it appears, on the settlement of Mr. Langdon's accounts for the *second quarter* of 1813 he was informed that charges for interest paid were a *second time deducted*, so that at an early period he was aware that he had no authority to bind the United States for the payment of interest on his purchases or disbursements, and that such charges would not be passed to his credit on the settlement of his accounts."

Fifteenth. That the whole amount of interest originally claimed was only \$3,106 81, of which \$3,018 87 was claimed to have been paid to Rundlet.

The Auditor states: "From June, 1812, when he commenced the performance of his duties as deputy commissary of purchases, until the final settlement of his accounts as such in 1817, as appears by an examination of his accounts made prior to their being burnt in 1833, the *only charges made by him for interest* were the following: "

On H. & A. Ladd's bill.....	\$23 00	
On H. & A. Ladd's bill	65 84	
	<hr/>	\$88 94
J. Rundlet, on contract with him for cloth.....	3,018 87	
	<hr/>	3,107 81
		<hr/>

(Record, p. 56, also p. 57.)

Sixteenth. The amount claimed as interest paid J. Rundlet was subsequently paid in another form by order of the War department.

The Auditor says: "Subsequently, however, upon another application, the Secretary of War, on the 7th of May, 1817, allowed the item of \$3,018 87 due J. Rundlet, not as interest in the sense of the items due H. & A. Ladd, but because, in two contracts entered into by Mr. Langdon with J. Rundlet on the 26th of February and 10th of March, 1814, for the purchase on account of the United States of a large quantity of blue cloths and kersey, it is stipulated 'that if the funds are not furnished within thirty days from the delivery of the cloth, there shall be as much added to the price of the cloth as shall amount to the interest for the time payment is delayed after thirty days from the delivery of the cloth,' and the Secretary's decision was, that 'Mr. Rundlet should be paid agreeably to the contract.' Mr. Langdon was accordingly allowed this item in the settlement of his accounts on the 13th of May, 1817, and the money was remitted to him by the Treasurer of the United States." (Record, p. 57.)

Seventeenth. That on some settlements at the Treasury, Mr. Langdon was found largely the debtor of the government, and on other occasions he was found a creditor, but interest was not then charged on either side or demanded.

For a statement of these balances see Record, pp. 59, 60.

Mr. Langdon's accounts rendered, found in the record, show no charge for interest on any of these balances, and none appear in any of the accounts or correspondence.

LEGAL PROPOSITIONS.

FIRST. *Interest is not allowable against the United States except when there is an authorized express agreement to pay it, or there is a law directing its payment.*

This question has been repeatedly before this court, and no argument is now required, nor authorities necessary, to enable the court to understand it fully and to decide it in conformity with its judgment.

There is not only no authority shown which authorized Langdon to pay interest, but there is evidence that he was early notified that it could not be allowed.

But it is shown that all the interest which he claimed at the time to have paid, except a trifling amount to the Ladds, has been allowed and paid. And there is no legal proof that he paid any interest to the Ladds or others which has not been allowed to him.

He demanded no interest at the time on balances due him, and therefore he cannot now properly set up such a claim if it had been originally legal. The record shows that these balances were not real and *bona fide* ones, but were procured by untrue vouchery, and therefore cannot lay the foundation for any equitable claim. The interest which he did actually pay was refunded to him under a contract with the man (Rundlet) to whom he claimed to have paid it.

If the allowance of interest paid had been originally authorized, there is every presumption that it was settled and paid at the time to the satisfaction of the party.

SECOND. *The plaintiff cannot be paid for services rendered not strictly within the line of his official duty, unless he was commissioned in another office, or there was an express and authorized promise to pay extra for such services.*

There is no legal evidence that Langdon held more than the office of deputy commissary. All his accounts were rendered as such deputy, and all the correspondence appears to have been with him in that capacity. There is no legal evidence that he rendered any services other than those required of and were performed by him as a deputy commissary.

There is no evidence of an agreement to pay him for anything extra.

If he performed more duty than the law required of him as a deputy commissary, it proves him to have been a useful citizen, and willing to give his country all his time for the compensation fixed for deputy commissaries. It speaks well of him as a man, but it can lay no foundation for claiming a compensation not authorized by law.

No such charges were in his accounts rendered at the time of the service found in the record, but they seem to have been afterthoughts, first presented long after the close of his service. There is no legal principle upon which they can be allowed, nor is there any facts proved which would authorize their allowance if there were laws applicable to the case.

R. H. GILLET, *Solicitor.*

MARCH 15, 1859.

IN THE COURT OF CLAIMS.

MAY 30, 1859.

JOHN LANGDON'S ADMINISTRATOR *vs.* THE UNITED STATES.

SCARBURGH, J., delivered the opinion of the court.

The petitioner states the following case :

1. On the 5th day of June, A. D. 1812, John Langdon, his intestate, was appointed a deputy commissary in the army of the United States, and served in that capacity till June 30, A. D. 1815. He disbursed a large amount of money for the use of the United States. He was frequently obliged to purchase the requisite supplies "either with his own private funds, upon money loaned to him for that purpose, or upon his own individual responsibility upon credit, and upon which he was compelled to pay interest.

2. On various settlements of the decedent's accounts at the Treasury Department, large balances were found to be due him. These balances grew out of advances of his own private funds, of money borrowed, and supplies purchased on credit upon his individual responsibility. These balances, after remaining unpaid many months, were then paid in treasury notes, which were at a discount of about fifteen *per centum* from their par value. The petitioner claims, either interest on the balances or the depreciation of the treasury notes.

3. A commission of two and one-half *per centum* on the whole disbursements made by the petitioner's intestate, as deputy commissary, would have exceeded two thousand dollars a year for the whole period of his service. For the last three quarters of his service he was allowed commissions only, amounting to \$304 83. The petitioner claims that he ought to have been paid \$1,195 17, the difference between \$304 83 and \$1,500 ; *i. e.*, at the rate of \$2,000 per year.

4. The decedent, under the authority of the Secretary of War, performed the duties of deputy quartermaster, and disbursed large sums of money for that service. He was allowed a commission of two and one-half *per centum* on those disbursements ; but the petitioner claims that he was entitled to the pay and emoluments of a deputy quartermaster. The amount now claimed on this account is \$1,320 09.

5. The decedent also performed the duties of issuing commissary for the period of about three years. The petitioner claims therefor an annual compensation of \$1,200.

1. As to the first item :

The allegations of the petitioner on this point are not sustained by evidence. The vouchers, "No. 1," "No. 2," "No. 3," "No. 4," "No. 5," and "No. 6," have not been proved ; nor is there any evidence on file in this case which enables us judicially to say that the decedent ever paid a single dime of interest for the use of the United States. If the vouchers just mentioned should be received as genuine, they are merely the unsworn statements of the persons whose names they bear, and could not, therefore, be received as evidence of the facts asserted by them. But, even if they could be re-

ceived as evidence of those facts, whilst the facts show that the decedent paid money for interest on account of the United States, they do not show that its payment was duly authorized, or that it was made under such necessity, or under such other circumstances as to impose a liability upon the United States. But, in fact, it has not been shown by the evidence that the vouchers are genuine. The claim under this item, therefore, is rejected because it is wholly unsupported by evidence.

2. As to the second item :

We could not form a correct judgment on this claim without having before us all the returns of the decedent, and being put in possession of all the circumstances connected with them. If it be true that the balances in his favor were produced by receipts given to him to be used as vouchers when the money mentioned in them was not actually paid, and that the persons giving them were afterwards paid by him with the money of the United States, it is plain that he sustained no loss thereby, that in fact he made no advances, and that he can have no just claim against the United States for interest on those balances. (See the report of the Third Auditor to the Committee of Claims, H. of R., dated April 4, A. D. 1854.) There is no evidence whatever that the petitioner sustained any loss by reason of the depreciation of treasury notes.

This claim is rejected because it is not sustained by the evidence.

3. As to the third item :

The decedent, as deputy commissary, was entitled to calculate his commissions on the disbursements made by him during the year commencing with the date of his appointment, and not during the calendar or fiscal year, and if the two and one-half *per centum* on the disbursements made during the portion of the year when he went out of office did not exceed two thousand dollars, he was entitled to receive the full commissions thereon, though they might have exceeded the rate of two thousand dollars a year. (*United States v. Dickson*, 15 Peters's R., p. 151.) According to the report of the Third Auditor, already noticed, he was paid as follows :

From June 11, to December 31st, A. D. 1812, at \$2,000 per annum, his commissions equalling or exceeding that sum.....	\$1,109 89
From January 1, to March 31, A. D. 1813, at same rate..	500 00
From April 1, to June 30, A. D. 1813, at same rate.....	500 00
From July 1, to September 30, A. A. 1813, at same rate..	500 00
From October 1, to December 31, A. D. 1813, at same rate.....	500 00
From January 1, A. D. 1814, to March 31, A. D. 1815, at same rate.....	2,500 00
From March 31, to June 30, A. D. 1815, commissions on his disbursements.....	276 60

Each year of his service constituted a period of calculation, and if a commission of two and a half *per centum* on his disbursements for that

period exceeded \$2,000, then his salary for such period was 2,000 ; but if it fell short of 2,000, then he was entitled to the commissions only. The evidence on file in this case does not enable us to determine whether any injustice was done the decedent in this respect. Without such evidence the presumption is, that he received all that was due him.

This item of the petitioner's claim is not sustained.

4. As to the fourth item :

The decedent was not a deputy quartermaster. He only made disbursements in the Quartermaster's department, and the only compensation to which he was entitled therefor was what his services were reasonably worth. He received a commission of two and a half *per centum* on those disbursements, and it does not appear to us that it was not a full equivalent for his services—all that he reasonably deserved to have.

5. As to the fifth item :

This claim is wholly unsupported by the evidence.

Our opinion is, that the petitioner is not entitled to relief.

